

AGREEMENT

between the

ALPENA BOARD OF EDUCATION

and the

**ALPENA EDUCATION ASSOCIATION
MEA-NEA**

Alpena, Michigan

2018-2019, 2019-2020, 2020-2021

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This Agreement will be effective as of September 27, 2018 and will continue in effect until **June 30, 2021**. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated.

ALPENA EDUCATION ASSOCIATION


Mary Daoust, President

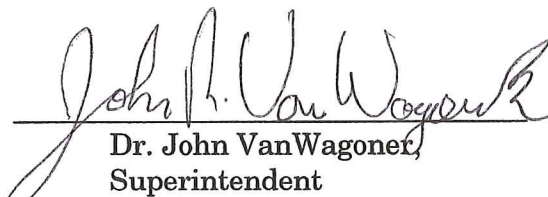

Greg Gehrke, Negotiator



Nancy Abram, Negotiator

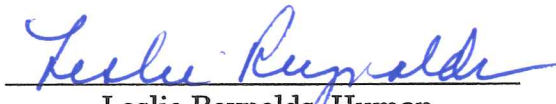

Deb Larson, MEA UniServ

ALPENA PUBLIC SCHOOLS
BOARD OF EDUCATION


Gordon Snow, President


Dr. John VanWagoner,
Superintendent


Justin Gluesing,
Associate Superintendent


Leslie Reynolds, Human
Resources Specialist

Dated this 17th day of September 2018

BOARD MEMBERS;

Michael Barnett
Gordon Snow
Stacey Parr
Jackie Krawczak
Steven E. Donajkowski
Ned Heath
Thomas P. Hilberg

PREAMBLE

WHEREAS The Board and the Association recognize and declare that providing a quality education for the children of Alpena is their mutual purpose, and

WHEREAS Achievement of this purpose cannot be fully realized without capable and dedicated teachers who recognize their professional responsibilities to the school District and whose rights and aspirations are likewise recognized by the Board and community, and

WHEREAS The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its teaching personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
AGREEMENT

A. THIS AGREEMENT, entered into by and between the Board of Education Alpena Public Schools, Alpena and Presque Isle Counties, Michigan, hereinafter called the "Board" and the Alpena Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "M.E.A." and the National Education Association, hereinafter called the "N.E.A."

B. This Agreement will constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

C. This Agreement will supersede any rules, regulations or practices of the Board regarding mandatory subjects that will be contrary to or inconsistent with its terms.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees will be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

E. The Employer and the Association recognize that an Emergency Manager appointed under the Local Financial Stability and Choice Act may be authorized to reject, modify, or terminate this agreement as provided in Public Act 436 of 2012. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Employer. The Association reserves the right to challenge this in court.

F. Any individual contract of salary and/or supplemental contractual assignment compensation between the Board and an individual teacher heretofore and hereafter executed will be subject to and consistent with the terms and conditions of this Agreement. If any individual contract of salary and/or supplemental contractual assignment compensation contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling. The Association will immediately be provided a copy of any such statement at the time such contract is issued to a new employee.

G. In the event of a desired change in program and/or personnel that involves a change in the negotiated agreement, the Superintendent or his/ her designee will invite the Association in writing to reopen the necessary section of the contract. This invitation will include the section to be opened, plus the additions and/or changes. If the Association agrees to the proposed changes, they may respond affirmatively in writing and no meeting will be necessary; if rationale and/or discussion are needed, a meeting will be scheduled and the changes discussed. All correspondence concerning contract reopeners will be answered within thirty (30) days. In the event the

Association wishes to invite the Superintendent to reopen a section of the contract, the same procedure may be followed. All agreements reached by this process are tentative pending final approval by the Board and the Association. This statement does not in any way imply that either party must agree to the contract being reopened.

H. In recognition of the importance of ongoing school improvement planning, the parties agree that Article I., Paragraph G. shall not apply to requests involving a proposed school improvement plan. When changes in wages, hours, terms and condition of employment are being sought by the Board or Association, in such instances, the parties agree to reopen negotiations. The parties' bargaining obligations in such instances shall be consistent with the provisions and obligations under the Public Employment Relations Act.

I. Where the District-wide or building-level school improvement teams wish to request consideration for change in the wages, hours, terms and conditions of the master contract, a written request will be submitted to the Superintendent with a copy to the A.E.A. President. In the event either the Superintendent or the A.E.A. President wishes to pursue the request, the procedures of Article I., Paragraph G. shall apply.

J. Subject to the provisions of Article I., Paragraph G. any provision(s) of a school improvement plan or application thereof that violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

K. Teacher participation in school improvement planning focused grade level/department meetings shall be required when scheduled during contract work time.

L. After the implementation of a plan or project, the Board agrees to meet upon request with the Association to review the plans in relationship to its impact on wages, hours and other terms and conditions of employment.

M. Copies of the Agreement titled "The Alpena Board of Education and the Alpena Education Association, MEA-NEA" will be produced at the expense of the Board. It will be made available to Alpena Public Schools employees on the staff link of the APS website. Further, that the Board will furnish thirty (30) copies of the Master Agreement to the Association for its use.

N. After the completion of the second reading, the Board Secretary will provide a copy of Board Policy changes to the Association President and send an email to all members covered by this contract notifying of the policies impacted.

ARTICLE II
RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all contracted full-time and part-time certificated or licensed elementary and secondary instructors assigned to the regularly scheduled K-12 day¹ including special education teachers, library media specialists, counselors, social workers, preschool teachers*, Dean of Students, **career and technical education teachers ****, teachers on leave, all full-time and regular part-time adult/alternative education teachers, home-based² teachers, and student services, excluding directors, coordinators, administrators, secretaries, aides, **substitutes**, homebound³ teachers, adjunct school staff⁴, and all other employees.

B. The term “teacher” includes any individual or group who is a member of the bargaining unit covered by this Agreement. The Board representative(s) will meet with the representative(s) of the Association for the purpose of bargaining collectively in respect to wages, hours, and other terms and conditions of employment.

¹ Does not include Summer School, substitutes or coaches who are not otherwise members of the unit as instructors.

² Home-based teachers service student(s) who are placed in an alternative education program because of expulsion or long-term suspension and are not part of the regular K-12 program.

³ Homebound teachers’ service student(s) who are absent for an extended period of time for medical reasons and are a part of the regular K-12 program.

⁴ Adjunct school staff is defined as instructors teaching two or less classes in the adult/alternative education program.

*When employed by Alpena Public Schools

****Including staff instructing under an approved CTE annual authorization.**

ARTICLE III

BOARD'S RIGHTS

A. The Board, on its behalf and on behalf of the electors of the Alpena Public School District, hereby retains and reserves unto itself, all rights, powers, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as limited by the specific and express terms of this Agreement. These rights will include, but not be limited to:

1. The executive management and administrative control of the school system and its properties and facilities.
2. The management, assignment, and direction of the working forces, including the right to hire and promote or to transfer, maintain discipline and efficiency of employees, suspend, discharge, and demote all employees for good cause.
3. The adoption of rules and regulations.
4. The determination of professional qualifications of employees.
5. The determination of the number and location of facilities.
6. The determination of financial and educational policies.
7. The maintenance of complete control over the management organization, its functions, authority and table of organization.

B. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE IV

ASSOCIATION'S RIGHTS

A. The Board will make available to the Association upon its request and within statutory limits, such statistics and financial information, related to the Alpena Public Schools and in the possession of the Board, as are necessary for the negotiation of collective bargaining agreements; as well as records in possession of the Board that may be necessary for the Association to process any grievance.

B. The teachers will be entitled to full rights of their citizenship and no religious or political activities of any teacher or the lack thereof will be grounds for discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be conducted on the teacher's own time or on such school time as may be agreed upon between the Superintendent and the teacher.

C. In any negotiations provided for by this Agreement, neither party will have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a majority of the membership of the Association, but the parties mutually pledged that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. The Association agrees to comply with Act 379 of the Michigan Public Acts of 1965.

E. The Association will not engage in strike action of any type during the life of this contract.

F. The Association and its members may use and/or have access to employer facilities and equipment according to Board policy.

ARTICLE V

TEACHERS' RIGHTS

A. Pursuant to Act 379 of the Michigan Public Acts of 1965, it is hereby agreed that teachers employed by the Board will have the right to organize, join, and support an association for the purpose of engaging in collective bargaining or negotiations.

B. The Board and Association agrees that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by said Act 379 or other laws of the State of Michigan or the Constitution of the State of Michigan and the United States. Furthermore, the District will not discriminate against any teacher with respect to hours, wages, or any other terms of employment because of his/her membership in the collective professional negotiations with the Board; or his/her initiation of any grievance complaint.

C. Non-Discrimination: The provisions of this Agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics, marital or family status, or any other protected category under state or federal law.

D. Nothing contained herein will be construed to deny or to restrict rights of a teacher under the Michigan General School Laws and the Revised School Code, or applicable civil service laws and regulations.

E. Recognition of Resource Person: The Board will recognize the President of the A.E.A. or designee to act as a resource person to the Board on questions that arise concerning agenda items.

F. No teacher shall be mandated to train for the purpose of acquiring a CPL (concealed pistol license) for use on school property. A teacher may voluntarily elect to participate in such training, if offered, but will not be mandated to utilize the training.

ARTICLE VI

VOLUNTARY PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. Teachers may 1) join the Association and pay Association membership in an amount established by the Association; or 2) decline to join or pay Association dues.

B. Upon appropriate written voluntary authorization by the teacher, the Board will deduct from the salary of the teacher, and make appropriate remittance, monies specified for:

1. United Way
2. Savings Bonds
3. Credit Union
4. Insurance options provided in this agreement
5. Deferred income plans (403b/457 plans) allowed by I.R.S.
6. MPSERS retirement purchases
7. 403b products through MEA Financial Services

The deduction and remittance will be for the convenience of the teacher and shall imply no endorsement or liability by the Board.

Substantial changes to the Alpena Public Schools 403(B) retirement plan document made at the discretion of the Board and impacting eligibility, contributions, distributions, vendor changes or authorized investments shall be mutually agreed upon by the Association and the Board.

C. Deductions for unauthorized absence will be computed on the basis of the number of contracted days. The salary used for deduction will be the teacher's placement on the salary schedule.

Additional deductions for unauthorized absence resulting in failure to perform paid special duties or extra responsibilities will be computed on the basis of the days normally involved in the special duty or extra responsibility.

D. When an individual owes the Board money under the terms and conditions of this Agreement, the Board is authorized to utilize payroll deduction. Mutual agreement of the parties is necessary related to payment when large amounts of money are involved.

E. The deductions cited in this Article will be made according to payroll procedures established by the Board.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and may be processed as hereinafter provided. All disputes over decisions regarding hiring, probation, and tenure are to be handled under the terms of the Tenure Law and are not to be made a matter of Grievance (this sentence is not intended to circumvent any other part of the Agreement). Excluded from the grievance procedure is the non-reappointment of any coach who is not otherwise a member of the unit as a teacher and the non-reappointment of any other person in an extracurricular position who is not otherwise a member of the unit as a teacher.

2. The term "days" shall mean calendar days.

3. Procedure:

The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as practical.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the appropriate member of the administration provided that it is done in compliance with Article VII, Paragraph C. (1)(a).

C. Structure:

The Association will establish a committee to process grievances of the personnel it represents. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance process.

1. Step One/Informal

a. The Grievance will be discussed with the immediate supervisor or Principal within fourteen (14) days of the alleged violation individually or with an Association Representative, with the objective of resolving the matter informally.

b. The immediate supervisor or principal will have fourteen (14) days following discussion of the alleged violation to see a solution to the matter informally.

c. If the matter is not resolved or no response has been provided the Association by the conclusion of the fourteen (14) day period, the Association will have fourteen (14) days to submit the grievance in writing and initiate Step Two of the grievance process.

2. Step Two/Written

a. In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted to the supervisor or principal.

b. A grievance may be lodged and thereafter discussed with the principal or supervisor,

(1) By a teacher accompanied by an Association Representative;

(2) Through an Association Representative if the teacher so Requests.

(3) By an Association Representative in the name of the Association.

c. The written grievance(s) should be specific. They should name and be signed by the employee(s) involved. They should contain a statement of the facts upon which the grievance(s) is/are based, with respect to wages, hours, and other terms and conditions of employment, and should state the remedy requested. (Appendix D)

d. Within fourteen (14) days after receiving the grievance, the principal or supervisor will state his/her decision in writing, together with the supporting reasons, and will furnish one (1) copy to the teacher(s) and two (2) copies to the Association Committee.

3. Step Three/Superintendent of Schools

In the event the grievance is not satisfied it may within fourteen (14) days of receipt of the decision, be processed with the Superintendent/designee. Within fourteen (14) days from the receipt of the grievance, the Superintendent/designee will meet with the Association in an effort to resolve the grievance and within fourteen (14) days following the meeting will render a decision as to the solution.

4. Step Four/Binding Arbitration

a. In the event the Association is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within fourteen (14) days following the meeting held in Step Three, the Association only (not an individual) may refer the grievance to binding arbitration. Either party may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings. If neither party files a Demand for

Arbitration within thirty (30) days of the date of disposition of the grievance at Step Three or the date the Step Three time limit expires without action, whichever date is later, then the grievance will be deemed withdrawn.

b. Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.

c. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. He shall have no power to change any practice, policy, or rule of the District, nor to substitute his judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement. He shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs for the arbitrator. The arbitrator's award is final and binding on both parties.

D. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
4. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
5. All step 1 and step 2 matters may be submitted electronically by either party with a typed signature accepted by both parties as official.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

A. Health Examinations:

1. The Board of Education reserves the right to request a health examination upon written request. Health is defined as a physical and/or mental condition.

2. When a special examination is requested by the Board of Education, the expense will be paid by the Board. In the event of a second opinion being requested, a neutral third party doctor will be selected by the District's medical evaluator and the member's medical doctor.

B. The Board of Education will pay for all costs associated with fingerprinting.

C. Pupil to Teacher Ratio:

1. The Superintendent of Schools' recommendation for limits on pupil to teacher ratio will consist of the best professional knowledge as to desirable pupil to teacher ratio, tempered by the District's ability to provide sufficient staff for such loads. The desired maximum for teaching ratio at any level will be consistent with the philosophy of the school system that states that it is the objective of the schools to provide opportunities and experiences for each individual to develop within the limits of his/her capacity.

2. The pupil to teacher ratio in a building shall be defined as the total number of students assigned to regular education classes within the building divided by the number of regular education classroom teachers in that building. The ratio calculations within this section (Article VIII, C.) shall exclude counselors, Dean of Students, library media specialists, etc. As a guide, the pupil to teacher ratio will be in accord with the following figures:

Elementary	27: 1
Secondary	28: 1

3. Elementary Class Size:

a. Elementary class size shall follow the following guidelines:

Preschool – State and/or Federal Preschool Regulations	
Kindergarten	26
Grades 1 – 3	28
Grades 4 – 5	29

b. Should individual class size at the elementary level exceed the number above, the **regular classroom** teacher involved shall

receive one hour of instructional assistant (IA) time per extra pupil until such time as that teacher has a full-time instructional assistant. The teachers and administrator will continuously collaborate to create a workable schedule for instructional assistant use. No elementary class size shall exceed the recommended ratio by more than six (6) students unless it is reasonably necessary or an emergency. **The decision to release an IA fulfilling overload time to work with the special area teacher (e.g. Music, Art, PE, Health, etc.) must be mutually agreed to by the regular classroom teacher and the special area teacher. If an agreement cannot be reached between the regular classroom teacher and the special are teacher, the Association and building principal shall meet to discuss and resolve the issue. Special area teachers at the elementary (e.g. Music, Art, PE, Health, etc.) are not otherwise provided IA time as defined in this article.**

Under this option, **the regular classroom** teacher may request pay in lieu of Overload IA time. The approval of pay in lieu of IA time rests with the administration and may be rescinded at any time by administration. Administration agrees to consult with the teacher prior to any decision. The teacher will be compensated \$9.25 per hour, recorded on a timesheet.

4 Split Classes: Shall be defined as classes with more than one grade level (elementary) or subject (secondary) within a classroom. Each **regular classroom teacher with an** elementary split classroom will receive two hours of instructional assistant time. In addition, one hour of instructional assistant time will be assigned for each pupil over the recommended class size for the lower grade level of the split until such time as a full-time instructional assistant is assigned to that class. Secondary teachers may volunteer to accept a split class assignment.

5. **The recommended caseload for the Online Coordinator(s) serving as the facilitator (mentor)/teacher of record will be two-hundred (225) students per semester. A student will count as one (1) regardless of the number of online courses they are enrolled in during the semester (e.g. A student taking three (3) courses will count as one (1) student in the total caseload. Should the number of students on the caseload exceed the recommended maximum, the District and Association leadership will meet to discuss possible relief or overload/alternative compensation.**

The Online Coordinator(s) will alert building administration if concerns exist regarding student work space/seating capacity during the normal school day.

6. In an emergency situation, when a substitute teacher cannot be obtained, available teachers will be offered the assignment to substitute during their preparation period. In the event the assignment is not filled, a teacher may be assigned. If a teacher substitutes during his/her preparation period, acts as subject area coordinator, teaches in an overload situation or instructs driver education students, the teacher will receive in addition to his/her regular pay **\$33.00 per hour.**

7. Reasonable effort will be made not to assign Title I and special Education teachers to substitute for another teacher.

8. Teachers who wish to deviate from normal classroom procedures/schedules will submit to their building principal for approval of their plan for the classroom setup that will make for the most workable and manageable situation for both teacher and students; adaptation of the curriculum may also be included. The principal in consultation with the teacher (when possible) will select students for placement.

D. Teacher Work Schedule:

1. The regular work schedule will be in accordance with the annual calendar that is included in the Master Contract. The length of the work day and the length of the work year will be scheduled in a manner that will allow the District to ensure that the minimum number of hours and days of pupil instruction in a school year is as required by law.

2. The Board and the Association recognize and agree that a teacher's responsibility to the students, community and profession generally entails the performance of duties and the expenditure of time and service beyond classroom duty hours. Such time and service beyond classroom duty hours and professional meetings will be contained within the forty (40) hour week.

a. Teachers shall participate in IEPC meetings that may be held outside the teachers' workday consistent with past practice.

b. Teachers shall also participate in one (1) evening building activity involving parents in addition to parent-teacher conferences and one (1) monthly staff meeting. **Teachers shall also participate in up to one (1) additional staff meetings per contract year when scheduled at least 21 calendar days in advance. These additional meetings may or may not be scheduled. Teachers unable to attend these additional meetings because of other conflicts, may notify their building principal and arrange an alternative time to receive the information, if necessary.** Teachers with split building assignments will be assigned a home-base school. **The home-base school will generally be the building where the majority of the teacher's assignment is, but building principals, in consultation with the teacher, can determine the appropriate home-base location.**

1) Said teachers will participate in the home-base school's staff meetings and evening activities.

2) Said teachers will attend the open house for each building assigned provided that they are not held at the same time. Time spent at the open house(s) of the lesser assignment(s) will be paid at the hourly rate of pay (.00095 x base salary).

3. Teacher's Schedule

a. All teachers shall be on duty and responsible for student supervision fifteen (15) minutes prior to the beginning of student instructional time and may leave fifteen (15) minutes after the end of student instructional time each day.

b. Secondary teachers who travel between schools will be assigned a "home" school based on the number of sections taught in each school for the school year.

c. **AHS Work Based Learning/ACES Work Experience:** Activities which allow students credit toward a high school diploma and qualify the student for pupil membership, including monitoring student work experience, developing a written student training agreement, developing a student training plan and visiting student worksites, will be considered part of the member's regular/overload schedule.

d. Travel/transition time shall not be included in a teacher's planning time or duty-free lunch time.

e. A teacher's allotted travel time from building to building will equal the number of miles plus 10 minutes.

f. **Daily building schedules will be reviewed by the AEA Professional Committee in September. Representatives of the Professional Committee will share any concerns or recommended changes with the respective building principal and Human Resources.**

4. All special area teachers, counselors, librarians, and other specialists are to observe the work schedule prepared in collaboration with the administration.

5. Elementary teachers will be provided with a minimum of two hundred and fifty minutes (250) per week for preparation and planning time during the school day.

a. Planning time will be provided during those times when special area instruction (i.e. music, physical education, health and art) is given to students and during duty-free recess. Building administrators and teachers shall work together in developing a schedule for preparation and planning time with the intent of scheduling this time in blocks of fifteen (15) minutes or more.

b. Substantial effort will be made to provide a daily 35 minute "special" in addition to a fifteen minute (15) duty-free recess.

6. Elementary Special Area Teachers

a. Elementary music, physical education, health, and art teachers shall be provided with a minimum of two hundred fifty (250) minutes per week of preparation and planning time during the school day.

b. Five (5) minutes will be scheduled between classes for the purpose of transition, clean-up and set-up. Any deviation in transition time will be mutually agreed upon by the building staff and administration. Input from traveling teachers will be considered when developing schedules.

c. Except with the consent of the special area teacher, the students from only one section/grade level will be regularly assigned for class **unless the class is already established as a split class. Parochial school class/section combinations and assignments will be made by administration in consultation with the assigned teacher.**

7. Secondary teachers will be provided one class period per day for preparation, planning and conference time.

8. Adult/alternative education teachers shall be provided with two hundred fifty (250) minutes per week planning time. The daily schedule for adult/alternative education teachers will be recommended by the building school improvement team and approved by District administration.

9. Preschool: Article VIII, Sections C. 1. and H, and Appendix B, may not apply to preschool teachers. Preschool teachers will have their own work schedule, calendar, and conference and home visitation schedules developed annually by the administration with input from the preschool teachers.

10. Teacher Lunch Period:

All teachers will be entitled to a thirty (30) minute duty-free lunch period, except in emergency situations. Elementary and preschool teachers are expected to be on duty five (5) minutes prior to the return of students (**thirty (30) minutes duty-free lunch plus five (5) minutes duty time**).

11. Elementary Recess Supervision:

The Board and teachers recognize the concept and value of elementary preparation time during the regular school day. Building administrators and teachers are to work closely in developing the use of planning/preparation time. When realistically possible, certified supervision of students in attendance during the day is desirable. K-5 teachers will be guaranteed duty-free recess. This provision does not obviate individual teachers' rights to supervise their own students during recess on a voluntary basis or the necessity of individual teacher supervision during emergencies.

12. For all teachers, electronic grade reports are due by 4:00 p.m. of the last teacher work day. Elementary teachers may send report cards home with students on the last student day. **Report cards will be returned to the office. Each applicable main/house office will be responsible for final mailing and filing of the report cards.**

E. Professional Development

1. **The Administration will notify teachers of the in-service programming fifteen (15) calendar days prior to the in-service day.** Teachers may elect to utilize in-service time for qualified planning activities according to Michigan Department of Education Guidelines. Teachers shall notify their administrator **and the Director of Curriculum, Instruction, and Assessment directly by a phone call (voicemail does not count)** of their topic and location at least ten (10) **calendar** days in advance of the in-service day **and will follow up the request with an email.** Teachers will be notified of the approval or denial of their request **within five (5) calendar days.** This may be done on any scheduled in-service day with the exception of state and district mandated sessions.

2. Teachers are encouraged to enter all qualifying and approved District Provided Professional Development (DPPD) into the Michigan Online Educator Certification System (MOECS). Teachers should submit DPPD to the building principal for approval not later than September 1 of the following school year. For teachers, DPPD can help with certificate renewal. Maintaining an accurate, annual record is critical to this process. Each teacher is individually responsible for maintaining proper certification/ licensing.

3. The District will support teachers pursuing online professional development that will conform to any policies or provisions of the Michigan Department of Education regarding quality of teacher professional development.

4. Online professional development may be completed on either equipment furnished by the District or the teacher. Upon completion of the professional development, the teacher will provide the District with written verification that the professional development has been completed.

F. Placement of Student Teachers:

1. Acceptance of a student teacher is voluntary on the part of the tenured supervising teacher and the student teacher. Student teacher assignments must be pre-approved by Human Resources and the administrator of the school.

2. Supervising teachers will have no more than one (1) student teacher per semester.

3. Supervising teachers will have tenure, except that experienced non-tenure teachers new to the system may have a student teacher upon approval of the building administrator.

G. Notification of Address Change:

It will be the responsibility of each teacher to notify the Board in writing of any change in contact information (phone, mailing address, and email address). The

teacher's mailing address as it appears on the Board's records will be conclusive when used in connection with any written notification to the teacher.

H. Personnel Files:

1. A teacher will have the right to review the contents of his/her personnel file. A representative of the Association may accompany the teacher in such a review at the request of the teacher. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempt from such review and will be removed prior to the review of the file. **With the exception of training/professional development records**, no document will be placed in a teacher's personnel file regarding his or her employment unless the teacher is given an opportunity to review it. A copy of said material marked "Personnel File" given to the teacher will serve as notice. The teacher may include a written response. Staff members may request that other materials be placed in their personnel file. All provisions of P.A. 397 of 1978 will apply.

2. After six (6) years, an employee may make a written request to the Director of Human Resources to remove derogatory information, excluding documents pertaining to unprofessional conduct, from his/her personnel file. (This does not include formal evaluation.) The Director of Human Resources will respond to the employee in writing regarding the request.

I. Parent-Teacher Conferences:

1. There will be a fall parent-teacher conference according to the following schedule:

Day 1 - All buildings will have students in the morning and the afternoon will be for planning for evening parent/teacher conferences. The three hour evening conferences will have staggered start times to be announced.

Day 2 – Students will not attend this day. Morning 3 hour parent/teacher conferences will have staggered start times to be announced. (Afternoon – teachers off)

2. Spring informal conferences may be held during conference and planning time in the designated month. A formal three (3) hour evening conference time will be a “schedule as needed” format per calendar designation.

3. In addition to the parent-teacher conference time set forth in Section 1 above, an elementary teacher with more than twenty-four (24) students' parents scheduled for conferences will be entitled upon request to the building principal, fifteen (15) minutes of paid time to facilitate the scheduling of each additional conference.

4. The teacher and building principal will mutually schedule conferences of concern so that both will be present. Building administrators will be on duty during scheduled conferences or will announce to staff the designated “stand in” during their absence.

5. Parent teacher conferences are considered contracted work time. Teachers needing to be absent must use applicable leave time when unable to attend.

6. Should the number of students requiring IRIPs be excessive, the District and Association leadership will discuss possible relief, such as release time or compensation or other.

J. IDEA and Section 504 Students

1. Application of this article shall apply to students eligible for services under the Individuals with Disabilities Education Act (IDEA) and disabled students under Section 504 of the Rehabilitation Act.

2. Inclusion is defined as the placement of an identified special education student into a regular educational program for any part of the regular school day in order to provide the least restrictive environment that meets the student's educational needs.

3. When a teacher is assigned an IDEA or Section 504 student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of bodily functions (e.g., tracheotomy, custodial care, diabetic testing, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures that may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's Individualized Educational Plan or Section 504 Plan and for attending to the educational needs of the student while in the teacher's class.

4. If any teacher has a reasonable basis to believe that a student's current Individual Education Plan (IEP) or Section 504 Plan is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

5. On a case-by-case basis, the District will seek the teacher's input as to training and to determine what training, if any, will be necessary for the general education teacher who has an included IDEA or Section 504 student as set forth in Section 2 assigned to his/her classroom.

6. In assigning a student as defined in Section 2 to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's IEP, the Board agrees to consider the severity of the student's condition, the number of other included IDEA or Section 504 students assigned to the class and the overall class sizes within the applicable classrooms.

7. The parties acknowledge that the policy of least restrictive environment

is legally mandated. It is also recognized that the extent to which any individual IDEA student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Committee (IEPC). It is agreed that the IDEA student's participation and right to participate in regular education programs and services cannot be affected by this Agreement.

8. The District shall determine the need for a teacher who will be providing instructional or other services to an IDEA student to participate in the IEPC that may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC that is scheduled during the time the teacher is assigned to teach a class.

K. Special Education

1. Special education teachers will be provided with the equivalent of three (3) days per semester (maximum of 6 per year) of release time for the purpose of reporting Medicaid billable activities, IEPC planning, coordination, parent meetings, and management of caseloads. These days are to be taken in full or half-day increments and are to be coordinated with the Director of Special Education.

2. Special education teachers are required to complete Medicaid billing reports on each release day for each eligible student on their caseload, so that the District receives the full reimbursement that it is entitled. Failure to do so will result in disciplinary action and/or revocation of future release time.

3. Should the amount of funds the District receives from Medicaid be eliminated or reduced below a level that offsets the substitute costs of the release time, the number of days of release time will be adjusted accordingly.

L. Student Growth Data

The District and the Association will work collaboratively to meet the requirements of the legislated state laws and MDE rules regarding student growth data.

M. **Online/Blended Teaching:**

The District will offer and/or support training for teachers transitioning to a blended/online learning format. In the event that the number of teachers wanting to be trained is beyond the capability of the District's available funds, course demand and/or District priorities will determine which teachers will be selected for the training. The format of the course, whether online or blended, will be determined by the District, in consultation with the teacher, Content Area Leader (CAL), and the building principal. Teachers required to attend training sessions beyond the contracted work days will be compensated according to the Training Wage (XVI, U).

ARTICLE IX

ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments:

1. Assignments will be made by the District.

2. All supplemental contractual assignments (Schedule B) in addition to the normal teaching schedule will, if filled, be annual contractual assignments with employment obligations in the supplemental assignments subject to termination by either party at the end of each contract year. Preferential consideration for such assignments will be given to teachers employed with the District provided they have the necessary qualifications as determined by the Board.

3. If requested by a teacher, the building principal will inform the Association representative about problems the teacher may be having in the performance of his/her duties. The Association may then provide help for the teacher.

4. Department Head/Content Area Leaders (CAL):

a. The administration will provide a notification of vacancies to Association President.

b. Assignment will be made by the Superintendent or his/her designee. Request for an assignment must be made in writing to the Director of Instruction.

c. Vacancies will be filled with the candidate who by reason of training, experience and personal qualities has the best qualifications for the position. Such assignments will be made from within the department/content area when possible.

5. Curriculum Release Time

Teachers assigned to work on curriculum will either be paid their hourly rate to complete the work after the work day or, in lieu of pay, will be granted by mutual agreement release time to complete the work during the work day.

B. Extracurricular/Supplemental Contract Assignment (Schedule B) Vacancies:

1. Definition:

A vacancy will be defined as a new position or a position resulting from termination, transfer, reduction of staff, leave of absence of one year or more, or disability of known duration of one year or more.

2. Notification:

a. Notification of vacancies will be made by the Administration to the

Association office and all members via email. This notification will coincide with any other publication of vacancies (posting) and will include a general description of the vacancy and the requirements for the position.

b. Notification of vacancies that occur **when** school is dismissed for the summer will be and emailed to all **bargaining unit** members. **The District determines what qualifies as a vacancy.**

c. When an extracurricular vacancy cannot be filled by staff members within the building, it will be posted to other staff members presently working.

C. Certification and Assignment:

1. Certifications for teachers must be recorded and on file in the Human Resources Office. New endorsements and/or new certification requires a letter or transcript that clearly indicates the degree earned to be on file from the granting institution prior to the end of the posting period indicating completion of the requirements for certification or in order for the teacher to receive reimbursement and/or additional compensation.

2. The Administration will notify the Association President in writing of vacancies and who is assigned.

D. Preschool (when employed by Alpena Public Schools):

1. Preschool teachers shall receive postings.

2. When a teacher leaves pre-school and goes to a full time regular education position, their placement on the salary schedule will reflect their seniority and degree.

E. Administrative Vacancies and Transfers

1. Administrative Vacancies:

Notification of administrative vacancies will be made to the Association office and all members via email. In filling administrative positions, the Board will consider professional qualifications, background, attainments, and other relevant factors of all applicants from within the school system as well as applicants from outside the school system. The parties recognize, however, that the filling of administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters will be final.

2. Retention of Rights:

Any teacher who shall be promoted to an administrative position within the District and shall later return to teacher status will be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to an administrative position.

ARTICLE X

SENIORITY AND EMPLOYMENT STATUS

A. Employment Status:

1. The Association shall have a right to review the seniority list upon request.
2. A bargaining unit member who has not previously attained tenure under the Michigan Teachers Tenure Act in a position other than as a classroom teacher, who is placed in a position as a counselor or library media specialist shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for that position, but shall be deemed to have continuing tenure as an active classroom teacher.
3. All teachers are responsible for notifying the District of any change of contact information (phone, mailing address, email address).
4. A teacher returning to employment will be granted the same status regarding probation, tenure, and salary schedule placement at the time of layoff. However, additional K-12 teaching experience and additional credit hours acquired during such layoff will apply toward placement on the salary schedule.

B. Seniority:

The "Seniority List" as developed jointly by the A.E.A. and the Board shall be prepared within thirty (30) days after teachers report to work. One copy of this list will be transmitted to the Association President. Objections to such seniority list shall be made in writing by the Association within thirty (30) days of the date the list is transmitted to the Association President.

Henceforth the following will apply:

1. Seniority will be the length of continuous service from the latest date of hire with the Alpena Board of Education.
2. Teachers will be placed on the seniority list in accordance with the following procedures:
 - a. The first day of employment is defined as the teacher's first working day of the current school calendar according to the Master Agreement.
 - b. The first day of employment for teachers who are hired for teaching duties commencing after the last day of the school calendar year will be the first school calendar day of the subsequent year.
 - c. Teachers who have the same first day of employment will be placed on the list by participating in a lottery to be conducted under the joint auspices of the Association and the Board.
 - d. The A.E.A. will be informed of all changes in the seniority list

within fifteen (15) days of such change.

e Effective September 1, 2009, teachers who leave the teaching field to become administrators will retain only those seniority rights possessed at the time of leaving the unit. (The intent is not to accrue seniority while being an administrator.)

f It is the intent of the parties that nothing in this section will be contrary to the Michigan Teacher Tenure Act.

3. The seniority list shall contain the date of hire, certification (elementary, middle school, secondary), qualifications (majors, minors, grade levels), endorsements (subject areas), and highly qualified status for each teacher in the District.

ARTICLE XI

PERSONNEL EXPECTATIONS

A. Expectations of Personnel:

1. The teacher will have access to all evaluation and rating materials placed in the teacher's personnel office file.
2. The District evaluation tool and expectations will be posted online.
3. Non-classroom teaching personnel, such as counselors, will be evaluated using the framework with necessary adaptations to facilitate their position and to facilitate communication.
4. A teacher who disagrees with an administrator's recommendation for improvement may submit a written rebuttal that will be attached to the file copy of the written report. A tenure teacher being evaluated may, within twenty (20) days of receipt of the completed report, request a review by the Superintendent in accordance with Section 1249 of the Revised School Code.

B. Mentor Program

1. Alpena Public Schools will operate a mentoring program in accordance with the Revised School Code. Teachers requiring a mentor under statute shall complete an intensive professional development induction into teaching based on the Individualized Development Plan (IDP) that shall consist of at least fifteen (15) days of professional development **within the first three (3) years of employment in classroom teaching**. Upon written request and with prior written administrative approval, the teacher may be given release time to fulfill the professional development requirement. Written requests for reimbursement of related expenses may be approved at the discretion of administration.
2. Building principals or the Mentor Coordinator will solicit interest via staff email to all building teachers for mentor candidates. Mentors will be recommended by the building principal and approved by Human Resources or the Mentor Coordinator.
3. All mentor/mentee pairs are required to maintain accurate logs documenting meeting dates and times of relevant professional development. All logs are to be forwarded to Human Resources not later than June 1 or the last teacher work day. Minimum log hours and delivery of the log to Human Resources is required for mentor pay to be processed.
4. The District shall notify the Association of mentor/mentee assignments.
5. Reasonable effort will be made to assign one (1) mentee per mentor.

6. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years, as determined by the District.

7. New teacher hires not requiring a mentor under statute, or current teachers placed in a new assignment in a new building may request and the District may approve a Transition Mentor. A "new assignment" is defined as movement from a 9-12, 6-8, 3-5, or K-2 level to another level/grade range, or movement from special education to regular education or vice versa. The principle responsibility of the Transition Mentor will be to assist the teacher in becoming familiar with school and District policies.

8. **During the first year of employment, new teacher hires shall participate in up to two (2) days of orientation/training in advance of the school year as reflected in the District calendar for no additional compensation. If a second day is used, the Association and the District will collaborate on two (2) hours of new hire information, including contract review, retirement planning, student loans, recording PD hours, mentor assignments, insurance benefits, and other topics as agreed to by the Association and the District. Additional professional development days/hours will be scheduled as needed to meet the legislative requirement. New teachers subject to the requirements of MCL 380.1526 may be mandated to attend.**

9. **Mentor teachers assigned to a tenured teacher for purposes of supporting an IDP will be paid the year 2 rate, prorated to the start date of the assignment.**

ARTICLE XII

TEACHER DISCIPLINE

A. Discipline and discharge of teachers will be conducted in accordance with the Teacher Tenure Act.

B. When requested, a teacher will be entitled to have present a representative of the Association during any investigation or meeting which may lead to disciplinary action. No action will be taken with respect to the teacher until such representative of the Association is present. **It is the responsibility of the member to arrange for representation. No investigation or subsequent action will be unnecessarily delayed when the member fails to arrange for representation.**

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to provide administrative support and assistance to teachers with respect to the maintenance of control and discipline in the classroom as the Board/Administration in their professional judgment deem appropriate per the Student Code of Conduct and the Teacher Handbook. Teachers recognize that they bear the primary responsibility for maintaining proper control and discipline in the classroom. The disciplinary actions must be consistent with the Student Code of Conduct. Whenever a teacher determines that a particular student requires the attention of special counselors, social workers, law enforcement personnel, medical staff, or other professional persons or agencies, the student shall be promptly called to the attention of appropriate professional staff (e.g. counselor, Dean of Students, etc.) and/or administration. Such a referral does not relinquish a teacher's professional or legal obligation (e.g. mandatory reporting) for direct contact or follow up.

B. A teacher may temporarily remove a student from class when the severity of the offense, the persistence of the behavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable or dangerous per the class/activity suspension guidelines of the Board of Education and state law. Teachers will be notified as information becomes available when students with violent backgrounds are placed in their classroom according to Family Educational Rights and Privacy Act (FERPA) Regulations.

C. Any instance of assault upon a teacher that had its inception in school or school related events will be promptly reported in writing on the Crime and Safety Report and submitted to the principal and the Director of Instruction. (Appendix G). If the teacher is injured they will also complete and submit form #8442F2 Employee's Accident Report for Worker's Compensation reporting and treatment purposes. (Appendix H) The Board will render reasonable assistance to the teacher and will not hinder the teacher's right to pursue the incident through law enforcement and judicial authorities. Each of these forms will be accessible through the staff link on the District web site.

D. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with the Revised School Code. The teacher may be held responsible for excessive force applied under this provision.

E. Any complaints directed toward a teacher that require investigation will be brought to the teacher's attention prior to becoming a matter of record. The teacher will have the right to attach a written response to a complaint placed in his/her file.

F. If building administration becomes aware of a threat made toward a teacher, he or she will inform the relevant teacher and District leadership of the potential threat.

G. Workplace Harassment

Alpena Public Schools and the Association agree that mutual respect between and among administrators, employees, co-workers and supervisors are integral to the

efficient conduct of the District's business. Behaviors that contribute to a hostile or intimidating work environment are unacceptable and will not be tolerated. Teachers who believe they are subject to such behavior should raise their concerns with the appropriate District administrator or supervisor as soon as possible, but no later than five (5) days from the occurrence of the incident(s). No teacher shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

Any complaint that arises within the workplace by and between individuals may be pursued through existing District policy for handling such complaints. If no relief is provided through District policy and procedures, the teacher may seek relief through the contractual grievance procedure.

H. The District will train and review emergency preparedness and safety procedures with teachers annually. Staff will review procedures and participate in all emergency drills as required by statute. **Training will be noted on an agenda, which may be requested by the Association.**

I. Staff may request a list of Key Identified Personnel (KIPs) for his/her respective building from the building principal. Key Identified Personnel means those individuals who have received the mandatory training described in MCL 380.1307g(b)(i) to (xvi) and have been identified as KIPs in the respective building.

ARTICLE XIV

LEAVES OF ABSENCE AND ABSENCES

The number of days that teachers meet pupils in a school year is limited, and therefore, every effort should be made to preserve it. A teaching contract assumes full service except for necessary absences and leaves as covered in this Agreement. Absences taken during the school year, other than those for which provision has been made under this Agreement, will not be permitted.

A. Leaves of Absence:

1. The Board may grant a leave of absence upon the written request of a teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. Upon written request of the teacher, the Superintendent, at his/her discretion, may grant leaves not specifically listed herein.

2. The following conditions will apply to leaves of absence contained in this Article unless otherwise stated.

a. Requests for leaves will be in writing and will be made, when possible, at least thirty (30) days in advance of the beginning of the leave and indicate anticipated length of the leave.

b. All leaves will not exceed one (1) year. Extensions will be at the will of the Board.

c. Salary increments will not accrue for leaves except for Exchange Leave and Sabbatical Leave.

d. Sick leave days will not accrue but unused sick leave days held at the start of the leave will be maintained.

e. Leaves will be without pay or insurance benefits except as provided for Exchange Leave, Sabbatical Leave and Family and Medical Leave Act Leave. Teachers may arrange with the Business Office to pay their own premiums in advance for insurance benefits subject to the rules and regulations of the insurance carrier.

f. In scheduling a leave of absence, the Board may consider all factors relating to the effect upon students and the economic situation for the teacher; including, but not limited to, the time of year, continuity of education, length of the leave, availability of qualified replacements, grade level, subject, and so forth.

g. Written notice to the Human Resource Office of intent to return or to resign must be made no later than sixty (60) days prior to the end of the semester preceding return. Failure to return at the end of a leave will constitute voluntary termination of employment.

h. Upon return the teacher will be assigned a position for which he/she

is qualified and certified. If a vacant position does not exist for which the teacher is qualified, the teacher may be placed on layoff.

i. Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. Teachers will use their annual allotment of fifteen (15) sick leave days before a qualifying event will be counted against their FMLA allotment. FMLA leave will be calculated based on a rolling year.

B. Types of Leave:

1. Child Care:

A leave of absence will be granted to any teacher for the purpose of caring for newborn or newly adopted children in accordance with FMLA.

2. Exchange:

Teachers may be granted one year's leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish a teacher of like rank or level to fulfill the duties of the teacher who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment by the Board.

3. Writing, Travel, and Study:

An unpaid leave of one (1) year may be granted to any teacher after completion of a satisfactory record of at least two (2) years continuous employment by the Board, upon application, for the purpose of engaging in writing, travel or study at an accredited college or university.

4. Health:

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted only at the recommendation of the Superintendent.

5. Sabbatical:

a. A leave of one or two (2) semesters at one-half (1/2) pay may be granted to any teacher after seven (7) consecutive years of teaching for the Board.

b. If yearly lesson plans are needed for the course usually taught by the applicant, these would be a prerequisite to the leave.

c. No more than two (2) percent of the teaching staff will be absent on sabbatical leave at any one time.

d. Applicants are required to submit a written application that should state how the applicant hopes the leave will enable him/her to make a definite contribution to the educational process; or how he/she hopes the leave will improve himself/herself and his/her teaching. This must be filed with the building principal as soon as possible in the school year, and not later than March 1 in the year preceding the leave.

e. A committee of six (6) members, three (3) appointed by the Association and three (3) by the Superintendent, will review all applications for recommendation to the Superintendent. The committee will consider among other qualifications the following: the written acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years employment.

f. Teachers on sabbatical will retain tenure, sick leave benefits and salary schedule status, and will be assured his/her original position or a position within the area of his/her interests, abilities, and training when he/she returns. He/she will be given the same hospital, medical, surgical (and other teacher benefits) he/she would be provided if he/she were teaching regularly. He/she will be granted increment credit on the salary schedule as if he/she had been in school district employment during the period of the leave.

g. In case of injury to, or other illness of, the employee during the leave that prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the Superintendent, verified by a medical doctor's report.

h. Teachers receiving a sabbatical leave will continue their employment with the Board for a period of two (2) years following the leave. Teachers who elect to terminate their employment with the Board prior to this will repay to the Board the stipend paid during the sabbatical leave.

6. **Funeral/Bereavement Absence:**

a. Teachers absent from duty because of the death of a member of the immediate family (as described in paragraph 6(c) below) may draw a regular salary up to five (5) days per occurrence. Days must be taken concurrent to the death and/or funeral, unless a request for other arrangements has been approved in advance with the Director of Human Resources. The Superintendent or designee may grant additional bereavement leave days. These additional days are deducted from sick leave days.

b. One funeral leave day per year, not qualifying under "immediate family," may be requested from the Superintendent or designee after exhaustion of personal business day absence. When granted, the employee will pay the substitute cost.

c. The term "immediate family" will be defined to include any of the

following: spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, stepsisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the teacher and/or spouse or individual living with the teacher on a non-commercial basis, or an individual for whom teacher is legal guardian.

7. Personal Business Day Absence:

Personal Business Day absence is provided for activities that require teachers' presence during the school day and are of such a nature that they cannot be attended to at a time when schools are not in session. Personal Business Day absence is not to be interpreted as being for vacation, recreation, money-making activities, or other employment.

a. A teacher who finds need to take leave of his/her duties will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half (1/2) days only. Half days shall be defined as the number of minutes in the teacher's regular work day divided by two (2).

b. Unused days may be carried over for use in subsequent years provided that no more than four (4) days may be accumulated and accessed. No more than two days may be used consecutively without permission of the Superintendent or his/her designee.

c. One (1) additional day may be granted by the Director of Human Resources. Such a request must be for emergency circumstances and should not be addressed under other leave allowances in this Article. This allowance will be approved only twice in a teacher's working career. When approved, the teacher will reimburse the District for the cost of the substitute, or when a substitute is not needed, an amount equal to the cost of a substitute for one (1) full or half (1/2) day.

d. Additional unpaid days may be taken with the approval of the Superintendent or his/her designee.

e. A teacher planning to use a personal business day absence will submit for a substitute electronically after he or she checks the availability of substitutes with the Human Resources Office.

f. If, after use of the leave time, the District suspects a misuse of Personal Business Day absence, a teacher may be asked to verify proper use of the leave.

8. Visitation/Professional Leave Day:

The Board may grant one (1) observation day per year upon the written request of the teacher and the building principal when said day is a visitation day or professional day deemed to benefit the District and/or professional growth of the individual teacher. The Superintendent may grant additional days at the request of the building principal. These days are not cumulative. The Board will furnish a substitute for the teacher on such day or days.

9. Act of God Absence:

a. Should professional employees of the Alpena Public Schools be hampered in fulfilling their duties as a result of an Act of God, (e.g., rain, snow, sleet, accident, fire, flood, etc.) they will not be considered absent without leave; providing that the circumstances are immediately made explicit to and approved by the Director of Human Resources. For work days missed because of an Act of God, the first day will be forgiven. All subsequent days will be subtracted from Personal Business Leave, if available. Any work days missed under this provision that extend beyond three (3) work days will be unpaid, unless additional Personal Business Leave is available.

b. Days lost in the event school is closed for reasons that do not allow such days to be counted as days of student instruction shall be rescheduled. The rescheduling of such days shall not entitle employees to additional compensation for such days and employees shall reimburse the District for any unemployment benefits received as a result of such rescheduling. Teachers shall not lose pay for Act of God days not worked that count as days of instruction.

c. If a teacher is scheduled to be in training in the District on an instructional (student contact) day and school is cancelled due to weather **or other reasons not within the control of school authorities (e.g. fires, health conditions, etc.)**, the expectation is for teachers to report as scheduled, unless the training is also cancelled by the supervising administrator. When the training is not cancelled, and **after the District has had to cancel six (6) days of scheduled pupil instructional days**, the teacher will be provided an additional personal day to use. **This extra day must be used during the next school year and prior to March 1. The teacher may request to be paid the training rate per hour (XVI.U.) instead of the additional personal day (maximum \$120/day).** This only applies to in-district trainings supervised by APS and does not apply to out-of-district or AMAESD sponsored trainings. Staff attending conferences or trainings out of district are expected to be in attendance regardless of local school weather/**other emergency** closings.

d. The parties agree to negotiate in the event of a change in the law regarding Act of God days.

10. Jury Duty Absence:

Teachers required to serve jury duty will be granted leave without loss of pay or leave. The teacher will sign over his/her jury duty pay to the Board. Teachers released from jury duty before noon shall report to work.

11. Subpoena/Court Appearance Leave Absence:

Teachers required to be absent because of a subpoena/court appearance, when such is in the line of public service and not a result of a subpoena that has been served on an individual as a result of a violation of the law, will be granted without loss of pay or deduction from sick or other personal leave. Any remuneration the said teacher would receive from such service will be signed over to the Board.

12. Physical Examination for the Draft:

When a teacher has been ordered to report for a physical examination for the draft, such absence will be granted without loss of benefits.

13. Emergency Absence from Class:

When students are ordered to evacuate a building due to an emergency, all teachers will be included in the evacuation and will remain with their classes.

C. Personal Illness and Disability Absence **(Medical)**:

1. Upon employment a teacher will receive a bank of thirty (30) sick leave days to be used in case of personal illness and disability during the first two (2) years in the Alpena Public Schools. Commencing with the third (3rd) year, additional personal sick-leave days will be granted at a rate of fifteen (15) days per year at the beginning of each school year. Unused sick leave days are cumulative up to the number of teacher work days in a given year, but will never be less than one hundred eighty-five (185) days. If the teacher leaves the Alpena Public School System at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days shall be deducted from the final paycheck(s).

a. A teacher may use sick leave to recover from or receive treatment for his/her own illness or disability.

b. Illness, disability due to pregnancy or the termination thereof will be treated as any other illness/disability.

c. In the case of suspected abuse of this provision based on reliable information, a medical statement or certification may be required of a teacher at the discretion of the Superintendent or his/her designee.

2. A record of accumulated sick leave days will be compiled and forwarded to all teachers at the beginning of each school year and maintained in an electronic portal for each employee when technology permits. A record will be available upon request from the Human Resources Office.

3. Emergency Family Illness Absence:

a. Teachers may be absent because of an emergency illness of a member of the immediate family. Emergency illness absence days will be deducted from sick leave days.

b. The term "immediate family" will be defined to include any of the following: spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the teacher and/or spouse or individual living with the teacher on a non-commercial basis, or an individual for whom teacher is legal guardian.

D. Substitute Procurement

1. For a pre-arranged absence, the teacher will post his/her absence using the electronic substitute procurement method.
2. For an unexpected absence, the teacher will call the substitute procurement provider (currently Willsub) office or post his/her absence on line no later than 6:30 a.m. for secondary and 7:00 a.m. for elementary in order to guarantee the placement of a substitute in his/her classroom during the absence. In case of an unexpected absence occurring after the regular call-in time, the teacher must call the Substitute Procurement provider or post on-line that they are "leaving early". Teachers will be provided a "how to" sheet on the staff link on the District web site.
3. When using the electronic substitute procurement method, each day of absence must be posted. Absences may be posted in multiple-day increments.
4. In the event the Board establishes an alternate procedure for reporting an absence and securing a substitute, the alternate procedure will be mutually reviewed by the Board and Association to replace this language.

ARTICLE XV

JOINT RESPONSIBILITY

A. Joint Responsibility:

The Association and Board Representatives accept as their first responsibility the provision of a high quality and continuous educational program for children appropriate to their individual needs and interests in a viable democratic society. Discussion and consultation as a means to achieve this end is encouraged. The practice of free and open discussion between teachers and administrators is to be preserved and the formulation of a Master Agreement is not intended to limit any area of discussion or concern.

B. The District Professional Development Advisory Committee (DiPDAC):

1. A District Professional Development Advisory Committee will be established to plan, implement, and evaluate teacher in-service days.

2. The committee shall consist of the following:

a. The Director of Curriculum, **Instruction, and Assessment**.

b. Up to six teachers from a variety of disciplines and/or grade levels appointed by the Association.

c. Additional administrators and teachers as deemed appropriate by the Director of Curriculum, **Instruction, and Assessment**.

3. The Director of Curriculum, **Instruction and Assessment** shall serve as chairperson of the committee.

4. Every attempt will be made to hold meetings during non-school hours. Release time may be provided as requested by the committee and approved by the superintendent or designee.

5. The committee shall:

a. Conduct an annual survey of all teachers to determine relevant training needs for all teachers and disciplines.

b. Review program evaluations to evaluate effectiveness of in-service programs.

C. Review Committee:

1. Representatives of the District and the Association may meet informally as needed for the purpose of reviewing the implementation of this Master Agreement and resolving issues that may arise.

2. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article VII of this Agreement.

3. Agreements arrived at by the Review Committee will be reduced to writing in the form of memoranda of understanding and filed by the Association and the Board of Education for reference.

ARTICLE XVI

PROFESSIONAL COMPENSATION

A. The purpose of the salary schedule is to secure and retain quality teaching staff, to encourage improvement of teachers while in service, to give credit for training and experience, and to stimulate the continuous growth of all teachers.

B. Salary Payments

1. Salaries will be paid in twenty-six (26), or when necessary twenty-seven (27), equal payments every other Friday or equal payments every other Friday ending with the payday following the last calendar work day of the school year.

2. Direct deposits will be required for all payroll and reimbursements to all employees. The employees earned amount will be deposited on the regularly scheduled payday. A paper copy of the paycheck "stub" will be provided until the employee's portal is operational.

3. Salary payments will be withheld until the requirements concerning professional staff records and reports have been met. Deadlines on these records and reports occur at the end of each **semester**.

C. Non-degree Teacher Salary Schedule:

Any non-teaching degreed teacher will be placed in the BA salary column and will be paid at ninety (90) percent of the applicable step and will not advance lanes until acquiring the appropriate teaching credential. When the individual staff member acquires the appropriate teaching credential, the staff member can be placed in the appropriate degree column to credits earned beyond a BA.

D. Changes in Salary Category:

1. Changes in salary category occur at the beginning of the school year or at the beginning of each semester.

a. To be considered for a salary category change effective with the start of each semester, the employee must:

(1) Provide the Human Resources Office written intent to qualify for a salary category change thirty (30) days prior to the beginning of the semester.

(2) Complete the work qualifying under Article XVI, E, 4, prior to the start of the next semester.

(3) Provide the appropriate documentation to the Human Resources Office by the next semester.

b. The Human Resources Office will provide confirmation of salary placement within **sixty (60)** days of the start of the school year

c. The Human Resources Office will provide confirmation of salary placement within **thirty (30)** days of eligible advancement for those staff changing categories.

2. An up-to-date transcript of credits showing total number of hours earned from each institution attended is required. Thereafter it will be necessary to present a credit slip that will be reproduced and attached to the transcript until such time as the next degree is earned, at which time a new transcript is required showing the granting of the degree.

3. Payment for credits earned toward placement on the salary schedule will be retroactive **thirty (30)** days from the receipt of satisfactory evidence, but in no case earlier than the completion date of the course(s).

4. The following will qualify for placement on the salary schedule:

a. Graduate level course work related to the instructional program.

b. With prior approval of Human Resources, undergraduate credit related to the employee's instructional field.

c. Undergraduate credit in a course of study established and/or approved as a planned program by an approved teacher education institution.

d. Each non-credit course or workshop related to the employee's instructional field will be the equivalent to one (1) semester hour with a maximum of five (5) semester credits lifetime limit accepted for placement on the salary schedule. (Related credit courses, non-credit courses or workshops must be approved when prior notice is given.)

5. All credits used for placement on the BA+15, BA+30, MA+15, MA+30 salary categories must be earned after completion of that appropriate degree. At least one-half of the semester credits counted toward placement on the appropriate salary schedule must be graduate level credit. If working on two (2) degrees simultaneously, all credits will count toward advancement on the salary schedule.

6. It is understood and agreed that the provisions of Article XVI, E, are prospective only and not retroactive. Teachers will retain all points previously granted through the 1982-83 year under the provisions of Article XVI, E, in the Agreement that expired August 31, 1982.

7 It is understood, according to the provisions of PA 54, that additional

changes in salary will not be added to a teacher's compensation if this Agreement expires prior to the settlement of a successor contract. Then, changes in compensation will occur prospectively, from the date of ratification of the successor contract forward.

E. Salary Schedule Placement:

New employees (including rehires) may be given credit for purposes of placement on the salary schedule at the discretion of the Board for prior teaching experience, appropriate industrial or business experience, and military experience.

F. Advanced Training:

1. Teachers who earn graduate credit up to a maximum of eight (8) semester hours per year and teachers who earn undergraduate credit up to a maximum of five (5) semester hours per year toward a graduate degree or planned program from an accredited institution will be reimbursed up to seventy-five dollars (\$75.00) per semester credit hour for undergraduate credit and up to two hundred thirty dollars (\$230.00) or the cost per semester credit (whichever is less), for graduate credit. To qualify for this expense money, the teacher must complete the *Application for Payment of Advanced Training* Form (Appendix F) and provide evidence that the coursework has been completed. Only credits completed within a given contract year are eligible for reimbursement up to the limits noted and cannot be carried forward.

2. Upon completion of the documentation, payment will be made within thirty (30) days.

3. Courses taken while on sabbatical leave; courses under tuition-free programs, sponsored by the Board, Federal or State government; and courses that qualify the teacher for the initial teacher certification requirements are excluded from payment under this provision.

G. Paid Extracurricular Duties:

1. Teachers carrying a full teaching load will receive extra pay for the assignments listed herein. Teachers receiving such pay are also expected to perform their share of the extracurricular duties for which no pay is given.

2. The extra pay is to be based on the step of the salary schedule corresponding to the number of years of experience the individual has in that specific duty.

3. Assignment of extracurricular duties is the responsibility of the building administrator and will be carried out with careful consideration being given to the teacher-pupil ratio and the experience, interests and abilities of the individual.

4. Teachers assigned extracurricular duties will not be required to transport students.

5. It is recognized that changing conditions and circumstances may require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the Board will set a temporary rate and put it into effect, such rate being subject to review by the A.E.A. as provided below.

6. At the time of putting such temporary rates into effect, the Board will notify the A.E.A. of its action. If the A.E.A. wishes to negotiate for a revision of such rate, it will notify the Director of Human Resources within fourteen (14) days after the notice was given. If, after a meeting of the parties, no agreement is reached, the A.E.A. may file a grievance within fourteen (14) days after such meeting, the basis of such grievance being only the fairness of the rate to be established.

7. The rate determined at the conclusion of negotiations or grievance procedure will be retroactive to the time the temporary rate was put into effect. If the A.E.A. fails to take the required action within the time limits specified in the previous paragraph, the temporary rate will become permanent and not subject to change for the term of this contract.

8. If positions are no longer required or offered, and are currently held by teachers, the teacher will be notified that the position will no longer be utilized. If a position is vacant, the District may elect not to post or fill it and will negotiate the removal of the position(s) from the co-curricular list with the **bargaining unit**. **Should a previously deleted position return to the bargaining unit, it will return at the previous rate or renegotiated.**

H. If the Board determines to hold Kindergarten orientation just prior to a new school year, Kindergarten teachers will participate and will also receive **.00095** of the BA base salary per hour.

I. Extra Duty/Overload/Adult/Alternative/Supplementary Assignments (Schedule B)

	2018-2019	2019-2020	2020-2021
1. Home-based/Homebound (10 Hour Maximum)*	\$31.31	\$31.62	\$31.94
2. Overload (Extra Class/ For Full-Time Teacher)	.00095 of Degree Column Base/Hr.		
3. Intakes	\$31.31	\$31.62	\$31.94
4. Adjunct School Staff (2 Classes Maximum)*	\$31.31	\$31.62	\$31.94
5. Saturday Detention Supervisor	\$31.31	\$31.62	\$31.94
6. ACES Night Lab	\$31.31	\$31.62	\$31.94

*The Professional Committee will meet to review potential exceptions.

7. Percentages of Salary Base Degree Column Paid for Co-Curricular Duties:

Teachers will advance on the Salary Schedule for Co-Curricular Duties based on years of service in the specific co-curricular area. (ex. Teacher with Master's degree, first year as HS football assistant coach = 7% of MA, step 1, 4th year becomes HS football HV coach = 10% of MA, step 4, 5th year becomes HS soccer assistant coach = 5% of MA, step 1).

- 10% High School Basketball HV Coach
High School Cheerleading HV Coach
High School Football HV Coach
High School Hockey HV Coach
High School Band Director
- 8% High School Student Council/Leadership Advisor
- 7% High School Baseball HV Coach
High School Soccer HV Coach
High School Softball HV Coach
High School Track HV Coach
High School Volleyball HV Coach
High School Wrestling HV Coach
High School Basketball Assistant Coach
High School Football Assistant Coach
High School Hockey Assistant Coach
High School Ticket Manager – Fall
High School Ticket Manager – Winter
High School Ticket Manager - Spring
- 5% High School Competitive Cheerleading Coach
High School Cross Country HV Coach
High School Golf HV Coach
High School Tennis HV Coach
High School Baseball Assistant Coach
High School Cheerleading Assistant Coach
High School Soccer Assistant Coach
High School Softball Assistant Coach
High School Track Assistant Coach
High School Volleyball Assistant Coach
High School Wrestling Assistant Coach
High School Anamakee (Yearbook) Advisor
High School Vocal Music Director
High School First Robotics
Jr. High Instrumental Music Director
- 4.5% Jr. High Football Coach

- 4% High School Cross Country Assistant Coach
 Jr. High Track Coach
 Jr. High Cross-Country Coach
 Jr. High Basketball Coach
 Jr. High Volleyball Coach
 Jr. High Student Council Advisor
 Jr. High Vocal Music Director
 Jr. High Yearbook Advisor

- 3.5% *High School Choreographer
 *High School Play Director
 *Technology Advisor to High School Productions
***Masquers Club Advisor**
(*The same person may not hold these positions)
 Jr. High Ticket Manager/Athletic Supervisor (Per Season-Fall, Winter, Spring)

- 3% High School Tennis Assistant Coach
 High School Golf Assistant Coach
 Jr. High Volleyball Assistant Coach
 Jr. High Track Assistant Coach
 High School Honor Society Advisor
 Jr. High Honor Society Advisor
 Jr. High Drama Advisor
 High School Knowledge Bowl Advisor
 High School Science Olympiad Advisor
 Jr. High Science Olympiad Advisor
 Jr. High Robotics
ROV Team Coach (w/approved job description)

- 1% Coaches Advancement Program (CAP) – **For athletic coaches who completed Levels 1 and 2 of the CAP program.**

*Providing the activities do not occur as part of a regularly scheduled class

8. Any **vacant** extracurricular position will be posted, **to bargaining unit members.**

9. Mentoring: (Percentage of MA, Step 1)

Year One	1.5%
Year Two & Tenure IDP Mentor	.9%
Year Three	.6%
Transition Mentor	.6%

10. With prior approval of the Superintendent or designee, staff members assigned the care and repair of instructional equipment after school hours shall be paid twenty dollars (\$20.00) per hour on a time sheet. A staff member assigned to the

maintenance and care of the Biology Plant room during the summer shall be paid three hundred dollars (\$300.00) per summer.

11. Department chairpersons/Content Area Leaders assigned by the Superintendent of Schools will receive extra pay of five (5) percent of salary per year.

12. Staff members who must acquire additional certification, in order to teach vocational courses, will receive compensation based on a formula of one hundred fifty (\$150) dollars per year for each year of business or industrial experience required for vocational certification, or the appropriate prorated amount for less than full load vocational instruction.

12. Teachers who chaperone at specific assigned responsibilities in connection with activities conducted after school hours that are sponsored by the school but not directly related to the instructional program will be paid a total of ten (\$10) dollars per event if greater than two and one-half (2 1/2) hours are required to discharge these duties. For events less than two and one-half (2 1/2) hour's duration, the three (\$3) dollars per hour rate will be paid. The funds for payment of this activity will not be paid by the Board, but must be absorbed by the supporting group or agency. Teachers may donate their time in lieu of payment as a charitable donation to the group.

J. Career and Technical Education (CTE):

1. The Career and Technical Education (CTE) Follow-Up Survey will be assigned to a member. Upon satisfactory completion of the survey and presentation to the Board of Education, a monetary stipend of \$1500 or \$25 per student, whichever is greater, will be paid to the member provided this assignment continues to be eligible for funding under the CTE Program.

2. Extra CTE activities

a. Every state recognized CTE program is to have evidence of student leadership. The student organization or leadership activity is an intra-curricular component of each program and meetings and preparations for events are integrated into curriculum and can be completed during class time.

b. Student leadership may be any one or more of the following:

- (1) Participation in a state recognized CTSO (membership roster, dues, entrance in regional and state-wide competitions.) (See list from OCTE for "state approved" CTSO's)
- (2) Community service
- (3) Student led meetings with elected officers
- (4) Competitive event(s) with at least another school or another class (ex. A.M. & P.M. class).

c. If a CTE program becomes associated with a state recognized CTSO and participates fully in CTSO activities, (pays membership dues, participates in regional competition, performs community service, etc.) the District agrees to pay a

stipend of seven hundred dollars (\$700.00) to each CTE CTSO advisor. Staff members qualifying for this stipend must submit a letter of intent at the beginning of each school year and submit required documentation needed in the CIP self review report at the conclusion of the school year to generate payment.

d. Staff members who accompany students to regional, state, and national competitive events recognized by the CTSO, held on non-work days, shall be paid an additional stipend of two hundred dollars (\$200.00) per event, up to three events for each CTSO per year. Only one advisor per program will be paid for each competition.

e. Programs that provide leadership activities (other than the state recognized CTSO), such as those listed in b. 2, 3, and 4 above, will not be granted the stipend listed in c, but may, with prior approval of the CTE director, be paid a stipend of two hundred dollars (\$200.00) for a competitive student event on a non-work day.

K. Travel Payment:

Teachers authorized, in the course of their work, including split-building assignments, to drive their personal vehicles will receive the current allowable U.S. Internal Revenue mileage rate per mile. Mileage for split building assignments will be reimbursed from the first building assignment of the day to the last building assignment of the day.

L. Contracted Part-Time Professional Employees:

All part-time teachers will receive prorated salary and fringe benefits where coverage is available through the insurance carrier.

M. Preschool: (When employed by Alpena Public Schools)

1. Preschool teachers shall be placed on the teacher salary schedule according to their degree status up to and including the fourth (4th) step. Preschool teachers shall be paid a prorated portion of their salary placement step according to the percentage of full time equivalency of a K-12 teacher.

2. Preschool teachers shall be granted prorated sick leave days per year based on the full time equated (FTE) percentage of a full-time teacher accumulative to sixty (60) days.

3. When a preschool teacher is assigned to a regular education position, he/she shall be placed on the next appropriate step based on the previous year's position on the salary scale.

N. Counselor/Dean of Students/**Online Coordinator** Summer Work

1. Counselors/Dean of Students/**Online Coordinator** at the secondary level will have work assigned to them during the "summer" months. The days that they are assigned to work will be flexible and they will be paid at their per diem rate for the days

they do work. This payment will be made in a timely manner as the days are worked. The teacher must submit an approved timesheet.

2. The counseling staff is agreeable that they will “cover” for a counselor that is unable to work the assigned time because of severe extenuating circumstances. (The determination of the situation will be made at the building level with the administration and the counselors.) This will entitle the counselor with the circumstance to collect their pay as if they worked, and the other counselors will not expect extra compensation for this scenario.

3. The regular counseling staff will do counselor summer responsibilities. Should there be a need for assistance or additional members to help with the “summer” work, administration will consider those members who are certified counselors.

O. Flex Time:

1. Flex time will be reviewed annually by the District for approval in consultation with the Association.

2. Flex time is a day off at the employee’s discretion for extra duties performed above and beyond the regular work week. These days can be taken for any purpose at any time with prior approval.

3. The listed positions will receive the following flex time:

- a. High School Counselor – six (6) days
- b. Jr. High Counselor – three (3) days
- c. High School Special Education Consultant – six (6) days
- d. ACES Counselor – three (3) days

P. Per Diem/Daily Rate:

This rate will be defined as equal to $1/x$ of the individual teacher’s applicable wage scale rate (x =teacher work days; see Appendix A).

Q. Hourly Rate for Curriculum Work: This rate will be .00095 of the teacher’s Degree Column Base per hour. When approved in advance, this rate is paid for teachers working beyond the regular contract to revise or develop curriculum materials for the District. Typical duties may include/require drafting/revising of new course/grade level curriculum documents, developing procedures for teachers to implement curriculum, leading training for teachers and other instructional staff regarding new curriculum, or when implementing a curriculum model (i.e. health education model) and this necessitates requiring teachers to work additional days or fraction (minimum of ½ day) beyond the contracted work days.

Teachers may be provided release time to work on curriculum as an alternative.

R. Teachers earning an effective or better overall evaluation rating on the summative performance evaluation shall receive **\$200.00**. **A teacher who receives a less than effective summative performance evaluation shall not advance on steps until the next effective or better summative performance evaluation. Once the teacher earns an effective or better evaluation the teacher will return to the step sequence. (The parties agree to exchange and email verifying the intent of this language).**

S. Retirement Terminal Leave Payment:

1. A teacher who selects retirement will be given a terminal leave tax shelter annuity of \$5,000.00 as provided by the APS 403b retirement plan document.

2. The teacher must have had ten (10) years of continuous teaching with Alpena Public Schools prior to the request for retirement or must be on the final step of the appropriate salary schedule to be eligible for this benefit.

3. In order to be eligible to receive the terminal leave benefit, a teacher must notify the Human Resources office by March 1, of the calendar year in which the retirement is to occur and retire at the end of that school year (June 30). A teacher who retires before the end of the school year must notify the Human Resources Office four (4) months prior to the intended retirement date in order to be eligible for the terminal leave benefit (i.e. retiring December 31, must notify District by September 1).

4. Retirement means the teacher must make application for benefits under the Michigan School Employees' Retirement Fund and cannot serve the Alpena Public Schools in any future paying capacity without the approval of the Superintendent.

T. The District may modify or create positions which work the assigned preparatory period.

1. The District will solicit interest from all certified and qualified staff in working the preparatory period prior to any such assignment.

2. Teachers working a prorated portion of the negotiated planning and preparation period as described in Article VIII shall receive a prorated portion of the applicable hourly rate.

U. **Training Rate: \$20.00 per hour, \$22.00 per hour for weekend training.**

For teachers required to attend mandatory training beyond contracted work time, the above rate shall be paid per hour up to a maximum of \$160/day (\$176/weekend day) and shall be recorded on a timesheet for payment. Travel time to/from the training shall not be included in the hours recorded for pay. The District may offer additional training at the above rate for incentive purposes or it may offer non-mandatory training for no payment. Mandatory training must be in excess of one (1) hour to be turned in for payment. As noted in Article VIII, D., 2., The Board and the Association recognize and agree that a teacher's responsibility to the students, community and profession

generally entails the performance of duties and the expenditure of time and service beyond classroom duty hours. Such time and service beyond classroom duty hours and professional meetings will be contained within the forty (40) hour week. Timesheets must be turned in within thirty (30) calendar days of the training for payment. Timesheets turned in after this date shall not be paid.

ARTICLE XVII

INSURANCE

A. Family Status Changes/Termination of Insurance:

1. Changes in family status shall be reported by the employee to **Human Resources** within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

2. Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of coverage. Any employee electing the right of conversion in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of the last day of employment.

3. To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" as per the insurance carrier with this employer before benefits are effective.

4. Part-time employees will receive prorated insurance benefits where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

5. An employee is not eligible for Term Life and Long Term Disability when earning less than one-half (1/2) of the weekly salary of a full-time employee on the same degree and experience step. Such an employee shall be considered to be employed less than one-half (1/2) time and to be employed less than twenty (20) hours per week.

B. Health Insurance:

1. The insurance carriers approved by the Board shall be Michigan Hospital Service/Michigan Medical Service (Blue Cross/Blue Shield) unless the parties agree to a change in insurance carrier and health insurance plan(s) with benefits not less than the current employer plans.

2. The Medical Benefit Plan shall comply with the Patient Protection and Affordable Care Act (PPACA), Public Act 152 of 2011 (as amended) and the IRS code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the Board. Should the medical benefit plans fail to comply with the PPACA, PA 152, or the IRS code, the plans shall be altered to ensure compliance. Notice will be provided to the Association and its members regarding plan changes.

3. Full time employees will be provided with health insurance and prescription coverage from Blue Cross/Blue with the Board providing 80% contribution and the employee providing 20%. Employees qualifying for insurance who are less than full time will be provided with the same insurance coverage on a pro-rated basis.

The Board will provide **Simply Blue Health Savings Account (HSA), or equivalent, to eligible employees.**

Plan Summary of Benefits and Coverages included are unofficial. Plan documents are available through the employee portal and online at:
<https://sites.google.com/a/alpenaschools.com/employee-information/payroll-benefit-docs>

All amounts refer to In-Network coverage levels. Out-of-Network limitations may be found in the Group Summary Plan Descriptions. Minimum Deductible Amount for H.S.A. Plans are determined by the Internal Revenue Service on an annual basis; amounts reflected here are Calendar **2018** limits and are subject to change per IRS determination.

Simply Blue H.S.A Plan	
Deductible	\$1,350/\$2,700
Co-Insurance	0%
Co-Insurance Limit	\$2,250/\$4,500**
Office Visit	100% after in-network deductible
Chiropractic Office Visit	100% after in-network deductible
Chiropractic Visit	12
Urgent Care Visit	100% after in-network deductible
ER Visit	100% after in-network deductible
3 tiered Rx Card:	
Generic drug	\$10 after in-network deductible
Formulary drug	\$40 after in-network deductible
Non-Formulary drug	\$80 after in-network deductible
90-day fill option	\$20/\$40/\$160 after in-network deductible
Mental Health coinsurance	100% after in-network deductible
Preventive Care/Screening/Immunization	No Charge
Prenatal and Postnatal care	100% after in-network deductible

**** Rx copays apply to the co-insurance limit under the Simply Blue.**

Participating employees are eligible to make pre-tax contributions to their H.S.A. account via payroll deduction at any time after enrollment. Amounts are subject to IRS limitations. Contributions must go through payroll for proper IRS reporting purposes.

Employer Contribution: For the 2018-2019, 2019-2020, and 2020-2021 contract years, the District agrees to provide a dollar-for-dollar match up to and not to

exceed the amounts noted below for the participating employee. Pre-tax deposits will be made to the individual employee's HSA account.

- Single - \$450
- Two Person - \$900
- Full Family - \$900

Lump Sum Payments of 50%*
Last pay period in January

Balance of 50%
Last pay period in June

Matching amounts are contingent on employment for the full school year and will be prorated based on H.S.A. enrollment date. For example, a participating/eligible employee who retires/resigns from employment mid-school year will be eligible for a 50% match only. Likewise, a new participating/eligible employee hired mid school year would be eligible for only 50% of the maximum employer match.

***New hires will be eligible to shift the lump sum payments from January/June to September/January provided the member enrolls in a payroll deduction to meet the dollar-for-dollar match requirement.**

4. The Board and Association will mutually agree to implement cost saving adjustments with the insurance carrier provided the adjustments will not adversely impact the level of coverage provided.

5. Any cost saving measures implemented by the District, whether in the form of higher level deductibles or some other cost saving measures, will be funded by the District.

6. Confidentiality of claim experience will be maintained as in the past by the District and Blue Cross/Blue Shield.

7. The matter of payment of claims will remain the same as in the past practice of Blue Cross/Blue Shield and consistent with the rules and regulations governing the policy.

8. Coverage shall be limited to one plan per household.

9. The Board shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code. Each month teachers shall contribute, pre-tax, any health insurance premium costs and/or H.S.A. contributions above the Employer's contribution by payroll deduction, subject to the Section 125 plan.

10. In the event a state or national health insurance program is enacted that would affect the health insurance benefits or the cost to the District, both parties will negotiate the impact of the same.

C. Option in Lieu of Health Insurance:

The Board will provide a stipend of 65% of the H.S.A. single subscriber rate per month when a teacher does not select health insurance coverage. It is understood and agreed that election of this option shall be irrevocable by the employee for the plan year except in the case of a life altering event. A life altering event is defined as a substantive reduction or loss of insurance coverage by the employee's spouse as a result of the spouse's death, loss of employment, or other significant event, such as divorce from the spouse, impacting the spouse's ability to provide insurance coverage for the employee.

Employees must notify the Assistant Superintendent for Operations no later than September 15 or within thirty (30) days of hire if they plan to opt for an "in lieu of" insurance stipend.

D. Dental Care:

1. The Board will provide 80% contribution and the employee provides 20% contribution towards the Dental Care as described in Appendix D. Plan documents are also available through the employee portal and online at:
<https://sites.google.com/a/alpenaschools.com/employee-information/payroll-benefit-docs>

2. The Board has the right to select carrier and/or self-insure. This coverage shall be limited to one plan per household.

E. Vision Care:

1. The Board will provide 80% contribution and the employee provides 20% contribution towards the Vision Care as described in Appendix C. Plan documents are also available through the employee portal and online at:
<https://sites.google.com/a/alpenaschools.com/employee-information/payroll-benefit-docs>

2. The Board has the right to select carrier and/or self-insure. Vision coverage is limited to one plan per household.

F. Term Life Insurance:

The Board will pay the premium for term life insurance protection for all full-time employees in the amount of \$50,000 AD&D. This change is effective 30 days after ratification.

G. Long Term Disability Insurance:

The Board will provide fully paid premium for Long Term Disability Insurance.

66%
\$3,000 Maximum

180 Calendar Days – Modified Fill
Maternity Coverage - Yes
Pre-Existing Condition Waiver – After **thirty (30)** days
Offsets - Yes
Alcoholism/Drug - Yes
Mental/Nervous same as any other illness – Yes two (2) years
COLA - No

H. Preschool (when employed by Alpena Public Schools):

If preschool has a reduced calendar the Board will provide a prorated percent toward insurance coverage for that year.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Departmental or Professional Organizations:

1. Active membership in departmental organizations is strongly encouraged for all staff members.

2. Teachers are encouraged to participate and hold office in departmental and professional organizations and conferences.

3. To regulate attendance at departmental meetings that take place during school hours, the following procedures will be used:

a. Written request will be submitted to the building principal for consideration. The principal or superintendent, at his/her discretion, will have the authority to grant such requests without loss of pay, with loss of pay equivalent to wages paid a substitute teacher, or with full loss of pay.

b. Definite understanding concerning the nature and conditions of the absence must be determined before the staff member leaves to attend such meetings.

c. If authorized, transportation, lodging, and registration expenses may be paid in accordance with the adopted travel reimbursement policy, if said teacher is not otherwise reimbursed.

4. In considering whether to grant permission for a teacher to attend a departmental meeting that will result in the teacher's absence from the classroom, the principal will take the following factors into account:

a. The benefit that would result to the teacher;

b. The benefit that would result to the school system;

c. Prior teacher concern with this aspect of teaching;

d. Budget allocation for this purpose.

5. When one teacher is selected to represent a number of teachers who could benefit by this experience, the teacher selected would be expected to report back to the larger group.

6. Selected representatives may be released for other professional meetings, during the year, subject to the approval of the Superintendent.

B. Association Days:

The Association President may request release time for members to attend to Association business. As in the past, the Association will not attempt to abuse this provision and the Association recognizes that requested days may not be approved. Appropriate information will be provided by the Association regarding intended use of requested days. The Association will forward substitute reimbursement from the MEA/NEA if said money is made available by the MEA/NEA or as required by law.

C. Released Time for Association President:

The President of the Association may have released time for the execution of his/her duties. The cost of the released time will be paid to the Board by the Association. The time will be established as follows provided said request is made in writing sixty (60) days prior to the beginning of the school year.

1. If the President is from the junior high or the high school, he/she will have two (2) class periods of released time over and above his/her conference and preparation time.

3. If the President is from the elementary level, he/she will be released for one-half (1/2) day.

4. The portion of the day of release will be consecutive hours selected by the President with the approval of the respective building principal.

D. The Board will provide all teachers with electronic access to the District's Policies and Administrative Guidelines throughout the calendar year.

E. A single admission sports pass will be provided to each individual teacher. Passes are not transferable and are to be used by the individual member only. It is understood that the passes are for our home events only and do not include admission to MHSAA tournament events or other non-APS sponsored athletic contents. It is also understood that other site fees (e.g. NLA \$1 surcharge) are not covered by the pass. (In the first year of this agreement, this provision will take effect 30 days from ratification or as soon as practicable.)

F. The District and the Association agree to begin negotiations not later than March 1 prior to the expiration of the contract.

APPENDIX A

Alpena EA Unified Wage Scale 2018-2019*

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	Ed.S.	Ph.D.
1	35,529.00	36,549.00	37,568.00	39,099.00	40,118.00	41,308.00	42,327.00	45,047.00
2	35,529.00	36,549.00	37,568.00	39,099.00	40,118.00	41,308.00	42,327.00	45,047.00
3	37,058.00	38,078.00	39,099.00	40,797.00	41,817.00	43,178.00	44,196.00	46,917.00
4	38,757.00	39,777.00	40,797.00	42,667.00	43,688.00	45,047.00	46,236.00	48,956.00
5	40,457.00	41,476.00	42,497.00	44,536.00	45,557.00	47,085.00	48,278.00	50,996.00
6	42,158.00	43,178.00	44,536.00	46,578.00	47,597.00	49,125.00	50,317.00	53,036.00
7	43,007.00	44,027.00	45,557.00	47,598.00	48,617.00	50,146.00	51,337.00	54,056.00
8	43,857.00	44,878.00	46,578.00	48,617.00	49,637.00	51,167.00	52,357.00	55,076.00
9	44,878.00	45,898.00	47,598.00	49,637.00	50,657.00	52,187.00	53,461.00	56,181.00
10	44,878.00	46,917.00	48,617.00	50,656.00	51,677.00	53,206.00	54,567.00	57,286.00
11	45,898.00	47,937.00	49,637.00	51,676.00	52,696.00	54,311.00	55,672.00	58,392.00
12	45,898.00	48,956.00	50,656.00	52,695.00	53,715.00	55,417.00	56,776.00	59,497.00
13	45,898.00	49,976.00	51,676.00	53,715.00	54,822.00	56,522.00	57,882.00	60,601.00
14	45,898.00	50,996.00	52,695.00	54,735.00	55,927.00	57,626.00	58,987.00	61,706.00
15	45,898.00	52,016.00	53,715.00	55,842.00	57,031.00	58,732.00	60,091.00	62,811.00
16	45,898.00	53,036.00	54,735.00	56,947.00	58,136.00	59,835.00	61,197.00	63,915.00
17	45,898.00	53,036.00	56,266.00	58,476.00	59,666.00	61,365.00	62,726.00	65,445.00
18	45,898.00	53,036.00	57,796.00	60,005.00	61,197.00	62,896.00	64,255.00	66,976.00
19	46,415.00	53,554.00	58,314.00	60,522.00	61,714.00	63,413.00	64,773.00	68,240.00
20	47,633.00	54,808.00	59,591.00	61,811.00	63,009.00	64,716.00	66,082.00	68,817.00
21	47,633.00	54,808.00	59,591.00	61,811.00	63,009.00	64,716.00	66,082.00	68,817.00
22	47,935.00	55,110.00	59,893.00	62,113.00	63,310.00	65,018.00	66,384.00	69,119.00
23	47,935.00	55,110.00	59,893.00	62,113.00	63,310.00	65,018.00	66,384.00	69,119.00
24	47,935.00	55,110.00	59,893.00	62,113.00	63,310.00	65,018.00	66,384.00	69,119.00
25	47,935.00	55,110.00	59,893.00	62,113.00	63,310.00	65,018.00	66,384.00	69,119.00
26	48,236.00	55,410.00	60,194.00	62,414.00	63,610.00	65,319.00	66,685.00	69,420.00
27	48,236.00	55,410.00	60,194.00	62,414.00	63,610.00	65,319.00	66,685.00	69,420.00
28	48,236.00	55,410.00	60,194.00	62,414.00	63,610.00	65,319.00	66,685.00	69,420.00
29	48,236.00	55,410.00	60,194.00	62,414.00	63,610.00	65,319.00	66,685.00	69,420.00
30+	48,537.00	55,711.00	60,495.00	62,716.00	63,912.00	65,621.00	66,986.00	69,722.00

*Salary schedule effective post-ratification.

In 2014-2016, longevity was added directly to the salary schedule at steps 20, 22, 26, and 30.

APPENDIX A-2

Alpena EA Unified Wage Schedule 2019-2020

- 1.0% added to the 2018-2019 Unified Wage Scale.
- If the base foundation allowance increases \$100 or more/pupil for 2019-2020 school year, an additional 1% will be added on schedule for all steps effective the first work day of Semester 2 in 2019-2020 contract year. (*For Reference: 2018-2019 Base Foundation is \$7,871*)
- An updated 2019-2020 Unified Wage Schedule will be published once base foundation allowance is known.

APPENDIX A-3

Alpena EA Unified Wage Schedule 2020-2021

- 1.0% added to the 2019-2020 Unified Wage Scale.
- If the base foundation allowance increases \$100 or more/pupil for 2020-2021 school year, an additional 1% will be added on schedule for all steps effective the first work day of Semester 2 in 2020-2021 contract year.
- An updated 2020-2021 Unified Wage Schedule will be published once base foundation allowance is known.

APPENDIX B-1 (Semester 1)

2018-2019 APS School Calendar Semester 1

Month	Day/s	Instr. Day/s	Work Day/s	Notes
August	20	0	0	August 20 - New Teacher Orientation
August	21	0	1	First Day for All Teachers/Inservice (1.0 PD)
August	22-24	0	2	August 22-23 - MTSS (.5 PD)/Staff Meetings/ Classroom Prep (Building Schedules TBA) August 22 - Elementary Open Houses (evening) August 24 - Staff Off Work
August	27-31	4	4	August 27 - First Day for Students August 31 - No School
September	3-7	4	4	September 3 - No School - Labor Day Holiday
September	10-14	5	5	
September	17-21	5	5	
September	24-28	5	5	
October	1-5	5	5	October 2 - AM Students/PM Prof. Dev. (.5 PD)
October	8-12	5	5	
October	15-19	5	5	
October	22-26	4	5	October 22 - No Students/Prof. Dev. (1.0 PD)
Oct/Nov	29-2	4	5	November 1 - AM Students/PM planning K-12 Evening PT Conferences (3 hrs.) November 2 - No Students AM/PT Conferences (3 hrs.)/PM Off
November	5-9	5	5	
November	12-16	3	3	November 15-16 - No School - Fall Family Days
November	19-23	3	3	November 22-23 - No School - Thanksgiving Break
Nov/Dec	26-30	5	5	
December	3-7	5	5	
December	10-14	4	5	December 10 - No Students/Prof. Dev. (1.0 PD)
December	17-21	5	5	
December	24-31	0	0	December 24-31 No School - Winter Break
January	1-4	2	2	January 1-2 - No School - Winter Break January 3 - Classes Resume
January	7-11	5	5	
January	14-18	5	5	January 17 - AM Students/PM Records January 18 - AM Students/PM Records
Semester 1 Totals		88	94	(4 PD)

APPENDIX B-1 (Semester 2)

2018-2019 APS School Calendar Semester 2

Month	Day/s	Instr. Day/s	Work Day/s	Notes
January	21-25	4	5	January 21 - No Students/Prof. Dev. (1.0 PD) January 22 - First Day Semester 2
Jan/Feb	28-1	5	5	
February	4-8	5	5	
February	11-15	5	5	
February	18-22	5	5	February 20 - AM Students/PM Prof. Dev. (.5 PD)
Feb/Mar	25-1	5	5	
March	4-8	5	5	
March	11-15	5	5	
March	18-22	5	5	March 21 - K-12 Evening PT Conferences (3 hrs.) March 22 - AM Students/PM No Staff
March	25-29	0	0	March 25-29 - No School - Spring Break
April	1-5	5	5	
April	8-12	5	5	
April	15-19	4	4	April 19 - No School - Good Friday
April	22-26	5	5	
April/May	29-3	5	5	
May	6-10	5	5	
May	13-17	5	5	
May	20-24	5	5	
May/June	27-31	4	4	May 27 - No School - Memorial Day
June	3-7	5	5	June 6 - AM Students/PM Records June 7 - AM Students/PM Records June 7 - Last Day for Students
Semester 2 Totals		92	93	(1.5 PD)

<u>Annual Calendar Totals</u>			
Totals	Instr. Day/s	Work Day/s	PD SUMMARY
First Semester	88	94	August 21, 2018 1.00
Second Semester	92	93	August 22, 2018 0.50
Yearly	180	187	August 23, 2018 0.50
			October 3, 2018 0.50
			October 22, 2018 1.00
			December 10, 2018 1.00
			January 21, 2019 1.00
			February 20, 2019 0.50
			TOTAL 5.50

APPENDIX B-2

2019-2020 APS School Calendar

- 180 Instructional Days; 187 Work Days
- Calendar will be published once finalized.

APPENDIX B-3

2020-2021 School Calendar

- 180 Instructional Days; 187 Work Days
- Calendar will be published once finalized.

APPENDIX C – Vision Benefits



Essential Vision 12/12/12 Benefits-at-a-Glance for Alpena Public Schools Group #007015704-0022/0023/0024/0025/0026/0027

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Essential Vision benefits are provided by Heritage Total Services. Heritage Total Services is an independent company providing vision benefit services for Blues members. To find a Heritage Total Services network provider, call 1-866-852-8947 or visit Heritage Total Services online at heritagetotalservices.net.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	Network doctor	Non-network provider
Member's responsibility (copays)		
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, after a \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, after a \$10 copay
Eye exam		
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to approved amount less \$5 copay (member responsible for any difference)
One eye exam in any period of 12 consecutive months		
Lenses and frames		
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Preferred pricing discounts on noncovered lens options and upgrades, and on an additional prescription eyeglass or sunglass (second pair) purchase when obtained from a network provider.	\$10 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$10 copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 12 consecutive months		
Standard frames	Up to approved amount less \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to approved amount less \$10 copay (member responsible for any difference)
One frame in any period of 12 consecutive months		
Contact lenses		
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$10 copay; Reimbursement up to \$175 per pair	Reimbursement up to \$175 per pair less \$10 copay (member responsible for any difference) \$175 per pair
One pair of contact lenses in any period of 12 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$115 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$115 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
Contact lenses are covered up to allowance every 12 consecutive months		

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Essential Vision 12/12/12, JUN 2013



Benefit Modification

<p>ASC Mod 7435</p>	<p>This modification ESTABLISHES the following payment allowances for exams, lenses and frames and prescribed contact lenses obtained from In-Network and Out-of-Network providers:</p> <ul style="list-style-type: none"> Exam – up to \$45, per exam, per member Single Vision Lenses – up to \$35, per pair Bi focal Lenses – up to \$61, per pair Trifocal Lenses – up to \$75.50, per pair Lenticular Lenses – up to \$90, per pair Standard Frames - \$65 allowance <p>This modification ESTABLISHES the following payment allowances for exams, lenses and frames and prescribed contact lenses obtained from In-Network and Out-of-Network providers:</p> <ul style="list-style-type: none"> Prescribed Medically Necessary Contact Lenses – up to \$175, per pair Prescribed but not Medically Necessary Contact Lenses - \$115, per pair <p>This modification also ADDS benefits for Photochromic tints and Polaroid Lenses, at the following payment allowances:</p> <ul style="list-style-type: none"> Photochromic tints – up to \$16 Polaroid Lenses – up to \$53 <p>The member remains responsible for the difference between these allowed amounts and the amounts charged by the provider</p>
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APPENDIX D – Dental Benefits



**Blue Cross
Blue Shield**
of Michigan

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

Blue Dental PPO Plus – Benefits-at-a-Glance

Alpena Public Schools- Plan 2

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Network access information

With Blue Dental PPO Plus, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.¹

Blue Dental PPO network – Blue Dental members have unmatched access to PPO dentists through the Blue Dental PPO network, which offers more than 260,000 dentist locations² nationwide. PPO dentists agree to accept our approved amount as full payment for covered services – members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit mbluedentist.com or call 1-888-826-8152.

¹Blue Dental uses the Dental Network of America (DNoA) Preferred Network for its dental plans.

²A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices would be two dentist locations.

Blue Par SelectSM arrangement – Most non-PPO dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services – members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit mbluedentist.com.

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

Member's responsibility (deductible, coinsurance and dollar maximums)

Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	
• Class I services	20% of approved amount
• Class II services	20% of approved amount
• Class III services	40% of approved amount
• Class IV services	50% of approved amount
Dollar maximums	
• Annual maximum for Class I, II and III services	\$1,000 per member
• Lifetime maximum for Class IV services	\$1,000 per member

Class I services

Oral exams	80% of approved amount, twice per benefit year
A set (up to 4 films) of bitewing x-rays	80% of approved amount, twice per benefit year
Full-mouth and panoramic x-rays	80% of approved amount, once every 60 months
Dental prophylaxis (teeth cleaning)	80% of approved amount, twice per benefit year
Pit and fissure sealants – for members age 19 and younger	80% of approved amount, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	80% of approved amount
Fluoride treatments	80% of approved amount, two per benefit year
Space maintainers – missing posterior (back) primary teeth – for members under age 19	80% of approved amount, once per quadrant per lifetime



**Blue Cross
Blue Shield**
of Michigan

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

Class II services

Fillings – permanent (adult) teeth	80% of approved amount, replacement fillings covered after 24 months or more after initial filling
Fillings – primary (baby) teeth	80% of approved amount, replacement fillings covered after 12 months or more after initial filling
Recementation of crowns, veneers, inlays, onlays and bridges	80% of approved amount, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	80% of approved amount
Root canal treatment – permanent tooth	80% of approved amount, once every 12 months for tooth with one or more canals
Scaling and root planing	80% of approved amount, once every 24 months per quadrant
Limited occlusal adjustments	80% of approved amount, limited occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	80% of approved amount, once every 12 months
General anesthesia or IV sedation	80% of approved amount, when medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	80% of approved amount, six months or more after it is delivered
Refining or rebasing of a partial or complete denture	80% of approved amount, once every 36 months per arch
Tissue conditioning	80% of approved amount, once every 36 months per arch

Class III services

Onlays, crowns and veneer fillings – permanent teeth – for members age 12 and older	60% of approved amount, once every 60 months per tooth
Removable dentures (complete and partial)	60% of approved amount, once every 60 months
Bridges (fixed partial dentures) – for members age 16 and older	60% of approved amount, once every 60 months after original was delivered
Endosteal implants – for members age 16 and older who are covered at the time of the actual implant placement	60% of approved amount, once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services

Minor treatment for tooth guidance appliances	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount
Post-treatment stabilization	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount

*Added Rider DO-AO: removes age limit for orthodontic services

Notes: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination before treatment begins.

APPENDIX E

TEACHER GRIEVANCE FORM *Alpena Public Schools*

Grievance #:
Name of Grievance:

Step 1: Verbal Grievance

Building:
Assignment:
Date Submitted:
Subject of Grievance:
Submitted To: Date Denied:

Step 2: Written Grievance

A. Date Cause of Grievance Occurred:
B.1. Statement of Grievance:

B.2. Relief Sought:

Submitted By: Submission Date:

C. Disposition by Principal:
Principal Name: Disposition Date:

Grievant - Forward electronic copy to Association President, Professional Committee Chair and Principal.

Principal - Forward electronic copy to Grievant, Association President, Professional Committee Chair, Director of Instruction (Elementary or Secondary) and Human Resources.

Step 3

A. Position of Grievant and/or Association:

B. Date Received by Superintendent or Designee:

C. Disposition by Superintendent or Designee:

Upon completion of Superintendent's disposition, forward electronic copy to Association President, Professional Committee Chair, Director of Instruction (Elementary or Secondary),

Human Resources and print out and sign/date below - printed copy becomes original.

Superintendent or Designee Signature

Disposition Date

Association President or Designee Signature

Disposition Date

Step 4: Arbitration

A. Date Submitted to Arbitration:

B. Disposition and Award of Arbitrator:

Arbitrator Signature

Disposition Date

APPENDIX F

Alpena Public Schools Advanced Training Reimbursement

Name: _____

Date: _____

Employee I.D. Number _____

Please Note: To be reimbursed for advanced training the applicant must submit this completed form along with proof (grade reports or transcripts **and receipts**) that all classes requested for reimbursement have been satisfactorily completed. Courses taken while on sabbatical leave; courses under tuition-free programs sponsored by the Board, Federal or State government; and courses that qualify the teacher for the initial teacher certification requirements are excluded from payment. Reimbursement for advanced training is limited to **eight (8)** credit hours per year for graduate level courses and five (5) credit hours per year for undergraduate courses. **(see Article XVI, F, 1.)**

Graduate Courses Taken

Course Name & Number	University/College	Date Completed	Semester Hours	Grade
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Undergraduate Courses Taken

Course Name & Number	University/College	Date Completed	Semester Hours	Grade
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I certify that the above course work applies directly toward a graduate degree or planned program.

Applicant Signature

Administrative approval: _____

Signature of Building Principal

Date

.....
For Office Use Only:

_____ Graduate Semester Hours @ \$230.00/credit hour = \$ _____

_____ Undergraduate Semester Hours @ \$75.00/credit hour = \$ _____

TOTAL REIMBURSEMENT = \$ _____

APPENDIX G

Alpena Public Schools

CRIME AND SAFETY REPORT

Student's Name _____ Grade _____

School: _____ Gender (M F) Race: _____

Date of Incident: _____ Date of This Report: _____

Report Completed By: _____

Building Administrator's Signature: _____

Please complete this form for EACH INCIDENT that falls into one of the listed categories. ONLY ONE INCIDENT PER FORM. Upon completion, send to: Director of Instruction. [Definitions for most incidents can be found in the District's School Safety Crisis Manual.]

Number and Name of Incident _____

Describe Incident _____

Witnesses: _____

Action Taken (Include any long-term suspension or expulsion recommendation):

LIST OF INCIDENTS:

- #1 - Aggravated/Felonious Assault; #2 - Arson; #3 - Bomb Threat;
- #4 - Breaking & Entering; #5 - Burglary; #6 - Concealed Weapon;
- #7 - Damage to Property (Include dollar amount); #8 - Disruption to Educational Process/Student Protest/Demonstration;
- #9 - Drive-By Shooting; #10 - Drugs/Narcotics;
- #11 - Employee/Volunteer Assaulted; #12 - Expulsion; #13 - Extortion;
- #14 - False Alarm; #15 - Gambling; #16 - Homicide; #17 - Illegal Drug Use/or Overdose; #18 - Intimidation/Stalking;
- #19 - Kidnapping; #20 - Larceny/Theft (dollar amount); #21 - Loitering;
- #22 - Other Behaviors (please specify); #23 - Other Weapons;
- #24 - Physical Assault (PA 102 & 104); #25 - Refusal to identify self;
- #26 - Robbery; #27 - Sexual Assault; #28 - Sexual Harassment

APPENDIX H

Employee Accident Report

ALPENA PUBLIC SCHOOLS
2373 Gordon Road
Alpena, MI 49707

EMPLOYEE ACCIDENT REPORT

Employee Name _____ Employee ID _____

Address _____
STREET CITY ZIP CODE

Home Phone _____ Cell Phone _____

Date of Birth ____/____/____ Gender: Male Female Marital Status: Single Married

Position: _____ Location: _____

Hours Worked/Day: _____ # Days Worked/Week: _____ NORMAL DAYS OFF: MON TUE WED THU FRI SAT SUN
(Circle all that apply)

Second Employer? Yes No Drivers License No. _____

Date of injury: _____ Time: _____ Building: _____

Accident reported to: _____ By (name): _____

Who witnessed accident?
 (Name & Address) _____

Nature of Injury (ex. cut, sprain, burn): _____
 What part(s) of your body were injured?
 Please be specific (i.e., right finger, left arm) _____

Describe Fully How Injury Happened. _____

(continue on separate sheet, if necessary)

Were you wearing required Personal Protection Equipment? Yes No

Did you stop work as a result of your accident? Yes No When? _____

**NOTE: MidMICHIGAN PHYSICIANS GROUP FAMILY MEDICINE IS THE ONLY DESIGNATED
 MEDICAL FACILITY TO BE UTILIZED FOR APS WORKER'S COMPENSATION INJURIES.**

Treated by MidMichigan Physicians Group Family Medicine Staff? Yes No Date _____

Treated by someone other than MidMichigan Physicians Group Staff? Yes No Date _____

Name of Treating Doctor: _____

Address of doctor _____ Phone # _____

IF A PRESCRIPTION HAS BEEN WRITTEN BECAUSE OF THIS INCIDENT, CALL EMPLOYEE BENEFITS/358-5009 FOR A
 WORKERS' COMPENSATION PRESCRIPTION DRUG CARD AND THE NAME OF PARTICIPATING AREA PHARMACIES.

Submit Completed Form to:
 Human Resource Office
 ATTN: Employee Benefits
 2373 Gordon Rd.
 Alpena, MI 49707

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

NOTE: Supervisor must also sign Initial Authorization to Treat on reverse side.

OFFICE USE ONLY:

Hire Date: _____ Date Received: _____
 Rate of Pay: _____ Claim Number: _____

INITIAL AUTHORIZATION TO TREAT

All additional treatments/services beyond first visit must be pre-approval from CCMSI.

Appointment Date: _____ Appointment Time: _____

Employer Information			
Employer: Alpena Public Schools	Address: 2373 Gordon Rd., Alpena, MI 49707	Phone: 989.358.5030	Fax: 989.358.5036
Authorized signature:		Printed name & title:	
<i>The employer accepts responsibility and authorizes initial treatment, including diagnostic testing, for the employee listed above under a self-insured workers' compensation program managed by a third-party administrator. The employee is to be treated for injuries under the provisions of the Michigan Worker's Disability Compensation Act.</i>			
Billing Information			
Workers' compensation insurance/third-party administrator:		Cannon Cochran Management Services Inc. (CCMSI)	
Billing address: 2364 Woodlake Drive, Ste. 100, Okemos, MI 48864			
Phone: 517.347.2331	Fax: 217.477.5970	Claim number:	
<i>All additional treatments/services beyond initial visit need approval from CCMSI. The employer, via CCMSI, will pay related and reasonable charges provided that these charges are accompanied by medical records submitted directly to CCMSI. The patient is financially responsible for all other services unless otherwise authorized.</i>			
Medical Clinic	After-hours Care	When Completed	
MidMichigan Physicians Group Family Medicine 211 Long Rapids Road Alpena, MI 49707 (989) 354-2142	MidMichigan Medical Center-Alpena Emergency Services 1501 W. Chisholm Street Alpena, MI 49707 (989) 356-7000	Please Fax form (2 sides) to: Alpena Public Schools Attn: Human Resources Fax: 989.358.5036 Phone: 989.358.5030 Invoices should be sent directly to CCMSI at above billing address.	

Medical Diagnosis (to be completed by medical provider)			
Injured body part(s):			
Medical diagnosis:			
Is the condition work related? Yes <input type="checkbox"/> No <input type="checkbox"/> Is employee able to return to work full duty? Yes <input type="checkbox"/> No <input type="checkbox"/> Is employee able to return to work with restrictions? <i>If yes, see next column.</i> Yes <input type="checkbox"/> No <input type="checkbox"/> Specify date employee may return to work: _____ Is employee fully disabled? Yes <input type="checkbox"/> No <input type="checkbox"/> If disabled, specify estimated time away from work: _____ Recommended Follow-Up and/or Further Treatment:	If unable to perform full duties, please specify restrictions: <input type="checkbox"/> Lifting limit to _____ lbs. for: _____ weeks _____ months <input type="checkbox"/> No twisting/turning for: _____ weeks _____ months <input type="checkbox"/> Stay off feet for: _____ weeks _____ months <input type="checkbox"/> No Work. Bed Rest Required for: _____ weeks _____ months <input type="checkbox"/> No Work. Drugs Administered for: _____ weeks _____ months <input type="checkbox"/> Other restrictions not addressed above. Please explain and specify length of time.)		

Physician Name (please print):	Phone:
Address:	
Physician's Signature:	Date:
Date & Time of Next Office Visit: <i>Please note - all additional treatments/services beyond initial visit need pre-approval from CCMSI. The patient is financially responsible for all other services unless otherwise authorized.</i>	

GUIDELINES FOR EMPLOYEE ACCIDENT REPORTS

It is the policy of Alpena Public Schools (8442) that any accident that results in an injury, however slight to an employee, be reported promptly and in writing to the Human Resources Office. Further, the injured employee shall complete an Accident Report Form that includes all pertinent information relative to the specific accident/injury. Please refer to the following guidelines to ensure proper action and processing of the Employee Accident Report.

EMPLOYEE INCIDENT/ACCIDENT REPORT

Any employee of the Board who suffers a job-related injury must report the injury and its circumstances to the principal or job supervisor, as appropriate, immediately following the occurrence of the injury.

QUICK CONTACTS & INSTRUCTIONS

- ☎ **Life threatening injury?** Call **911** immediately!
- ☎ **Arrange for treatment** by calling **(989) 354-2142**
 - ✓ Identify yourself to the clinic personnel.
 - ✓ Indicate you are calling to arrange an appointment for an APS employee for Worker's Compensation treatment.
- ? **Questions?** Call the HR Office **(989) 358-5030**
- ➡ **Return completed form to the Human Resources Office. Hand deliver or FAX* to (989) 358-5036.**

1. **Call or appoint someone to call 911 immediately for life threatening injuries.**
2. Get first aid or other treatment.
3. Notify supervisor immediately after a work-related injury.
4. Complete an Employee Accident Report Form and obtain proper signatures: Supervisory acknowledgement (#1) and approval to authorize medical treatment signature (#2) on reverse side.
5. If injury does not require emergency treatment, the Supervisor, or their designee, shall arrange for an appointment with MidMichigan Physicians Group Family Medicine Clinic (989-354-2142) to be treated on the date of injury or as soon thereafter as possible.
6. If injury occurs outside of normal weekday business hours, a determination shall be made by the supervisor on duty and/or the injured employee as to whether the injury requires immediate Emergency Room care. Inform the medical provider upon arrival that you believe injuries are work-related and provide them with the Initial Authorization for Treatment Form (reverse side of the Employee Accident Form). If supervisory signatures are needed, the form must be provided to your supervisor as soon as possible following treatment.
7. Submit original, completed accident report(s) to the Human Resources Office immediately following treatment. Delays in reporting a work injury may adversely affect a Worker's Compensation claim.
8. If prescriptions are necessary, contact the Human Resources Office to be issued a temporary PMOA/Emeric, Inc. ID card for prescriptions.
9. **It is important to understand that all subsequent treatment after the initial treatment must be PRE-APPROVED by our third-party management company, CCMSI (see information on Authorization to Treat Form).**
10. If you are unable to report for work as scheduled subsequent to the accident, notify Human Resources immediately to let them know that your absence is the result of your occupational injury and your estimated return-to-work date.
11. Return to work as soon as you are able. If there is any missed time, you will be required to provide a note from the treating physician authorizing your return. Any return to work with restrictions will require permission from both Human Resources and your supervisor.

*Fax a copy of completed form to (989) 358-5036 -and- forward the original, completed form to the Human Resources Office. Questions? Call 358-5030.

Revised 8/7/2017